Ordinance 7A

Ordinance offered by Mayor Panzenbeck and seconded by ________________________________

BE IT ORDAINED, that the City Council hereby amends Sec. 265-46. Schedule XIV: Parking Prohibited Certain Hours as it relates to Prestwick Terrace and Francis Terrace, as indicated:

Name of Street	Side	Hours/Days	Location
Prestwick Terrace	North	7:00 a.m. - 5:00 p.m./Monday, Wednesday, Friday	From a point 30 feet east of Walnut Road to a point 290 feet east therefrom
Prestwick Terrace	South	7:00 a.m. - 5:00 p.m./Tuesday, Thursday	From a point 134 feet east of Walnut Road to a point 192 feet therefrom
Francis Terrace	West	7:00 a.m. - 5:00 p.m./Monday, Wednesday, Friday	From a point 30 feet south of Dosoris Way to a point 432 feet south therefrom
Francis Terrace	East	7:00 a.m. - 5:00 p.m./Tuesday, Thursday, Saturday	From a point 30 feet south of Dosoris Way to a point 432 feet south therefrom,

Ordinance 7B

Ordinance offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby amends Section 265-44. Schedule XII: No Stopping as it relates to Prestwick Terrace and Austral Avenue as indicated:

Name of Street	Side	Location
Prestwick Terrace	South	From Walnut Road to a point 134 feet east therefrom
Austral Avenue	North	From a point 265 feet east of Ladew Street to 100 feet east therefrom

Austral Avenue	South	From a point 265 feet east of Ladew Street to 100 feet east therefrom

Ordinance 7C

Ordinance offered by Mayor Panzenbeck and seconded by ________________________________

BE IT ORDAINED, that the City Council hereby amends Section. 265-43. Schedule XI: Parking Prohibited at All Times as it relates to Austral Avenue - Center Line, as indicated:

Name of Street	**Side**	**Location**
Austral Avenue - Center Line		From a point 365 feet east of Ladew Street on the center line

Ordinance 7D

Ordinance offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council is hereby authorized to issue serial bonds in an amount not to exceed $4,923,057, to fund various capital improvements and purchase of equipment.

(See Attached)

Resolution 8A

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the City of Glen Cove to accept a grant award with the New York State Energy Research and Development Authority ("NYSERDA"), for the PON 5739 Clean Mobility Program LoopPlus+ Microtransit Service for City of Glen Cove ("Project"), in the amount of $895,200; and

BE IT FURTHER RESOLVED, that the attached grant agreement with NYSERDA for the Project be approved pending receipt by the City of Glen Cove of a final grant agreement from

NYSERDA in the form attached or substantially the same form with no material changes as may be determined by the City Attorney.

Resolution 8B

Resolution offered by Mayor Panzenbeck and seconded by ______________________________

BE IT RESOLVED, that the City Council hereby approves a Change Order to Contract No. 2025-006 with Stasi General Contracting, 433 Maple Avenue, Westbury, NY 11590, in the amount of $84,485.00, increasing the total contract value to $1,642,177.00 for the 2025 road, drainage and sidewalk improvements at various locations.

Funding: H5110-52260-2004

Resolution 8C

Resolution offered by Mayor Panzenbeck and seconded by ______________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend a five-year agreement with PKF O'Connor Davies, LLP to provide audit and related services through fiscal year ending December 31, 2030, at an annual fee of $76,500 for fiscal years 2026 and 2027, $78,000 for fiscal years 2028 and 2029, and $79,500 for fiscal year 2030 for the audit of the City's basic financial statements, in addition to a fee of $1,500 for the annual New York State Department of Transportation audit only when such audit is required, and a fee of $3,500 for fiscal years 2026 and 2027, and $4,000 for fiscal years 2028, 2029 and 2030 for assistance with preparation of the NYS Annual Financial Report, only when applicable.

Funding Line: A1310-55438

Resolution 8D

Resolution offered by Mayor Panzenbeck and seconded by ______________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Storm Wind Studios, for a 24-month subscription for their Ultimate Access platform, with said subscription supplying virtual training resources and virtual labs for the I.T. Department, at a total cost of $1400.00.

Funding: A1680-55442

Resolution 8E

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into agreements with various vendors for the 2026 Glen Cove After 3 Summer Program, as indicated:

Empire Adventure Park	July 17, 2026 60 campers @ $31.00 per camper 10 chaperones @ $10.00 per chaperone
Adventureland	July 24, 2026 80 campers @ $32.50 per camper

Funding: A7050-55436

Resolution 8F

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into annual agreements with various contractors for the Senior Center Adult Day Program, effective June 1, 2026 through December 31, 2026, as indicated:

Laura Lynch - Artwork Education Program	$800.00
Maria Menniti - Music Therapy	$175.00
Zachary Thomas - Music Therapy	$175.00
AlegnaSoap - Sensory Craft Program	$440.00
Cassidy Nelson - Art and Theater Program	$200.00

Funding: A7035-55438 NYSOFA

Maselli Entertainment, Inc.	$175.00

Funding: A7030-55438 NYSOFA

Resolution 8G

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal and award the RFP to Fireworks by Grucci, Inc., to provide a pyrotechnic display on July 4, 2026, rain date of July 5, 2026, for City of Glen Cove's Fourth of July Celebration, at a cost of $46,200, with fireworks to be fired on barges off of Morgan Memorial Park.

Funding: A7550-55557

Resolution 8H

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2026 Drainage Improvements at Various Locations ; and

WHEREAS, Macedo Contracting Services, submitted the lowest responsible bid; and WHEREAS, it is in the best interest of the City to accept such bid;

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the lowest responsible bid of Macedo Contracting Services , located at 685 Station Road, Bellport, NY 11713**, in the amount of $717,772.00.**

BID #: 2026-003
Funding: H1490-52240-2506
H1490-52240-2507

Resolution 8I

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

WHEREAS, the City of Glen Cove has determined that the Glen Street Staircase is in need of immediate repair due to unsafe conditions affecting public safety; and

WHEREAS, the Mayor has deemed the condition of the staircase to constitute a public emergency requiring immediate action to protect the health, safety, and welfare of the residents of the City; and

WHEREAS, pursuant to New York State General Municipal Law §103(4), emergency public work may be procured without competitive bidding when immediate action is necessary; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Glen

Cove hereby awards the emergency repair work for the Glen Street Staircase to Forest Iron Works in the amount of $5,880.00

Funding: H5110-52260-2207

Resolution 8J

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the sum of $30,000, awarded by the New York State Office for the Aging for the Senior Center and Adult Day Program, for the funding period of July 1st 2025 through June 30th, 2026

Funding: A7030-43580 State Aid

Resolution 8K

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept sum of $50,000 awarded by the New York State Office for the Aging for the Senior Center and Adult Day Program for the funding period of October 1st 2025 through September 30th, 2026.

Funding: A7030-43580 State Aid

Resolution 8L

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept Amendment No. 7 and the sum of $12,000 as awarded by the County of Nassau Department of Human Services Office for the Aging, for our Title IIIC-1 of the Older Americans Act Programs for Contract CQHS2000008 for the funding period of January 1, 2026 through December 31, 2026.

Funding: A7030-43802

Resolution 8M

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Police Officers Owen Valance and Michele Stanco to attend DCJSW Radar Lidar Operator Course, in Freeport, New York, May 19-21, 2026, at no cost to the City for the training.

Resolution 8N

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Lt. Brian Miller to attend Mid-Atlantic Law Enforcement Executive Development Seminar (MALEED) Seminar in Princeton, NJ, June 7-12, 2026 at a cost of $3,475.00.

Funding: A3120-55442 & A3120-55411

Resolution 8O

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Attorney is hereby authorized to settle the following claim:

Name	**Claim Number**	**Amount**
Marta Szwedek	25-2876	$347.82

Funding: MS1930-55995

Resolution 8P

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby amends Resolution 8Q, adopted April 14, 2026, as it relates to Deep Roots Farmers Market Glen Cove LLC, adding the location of Village Square to the weekly farmers market, and the closing of certain streets as needed.

Resolution 8Q

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Jr. Soccer to host a "F.I.F.A. World Cup Viewing Party" event at Pascucci Soccer field, Saturday, June 27, 2026, 5:00 p.m. to 11:00 p.m.

Resolution 8R

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Gold Coast Cruisers to hold their annual "Waterfront Car Show", Sunday, June 28, 2026, with a rain date of Sunday, September 13, 2026, at Morgan Memorial Park, 7:00 a.m. to 4:00 p.m.

Resolution 8S

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Swim Across America to hold their annual "Swim Across America" event, Saturday, August 1, 2026, at Pryibil Beach, 6:00 a.m. to 11:00 a.m.

Resolution 8T

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Jr. Soccer to host a "F.I.F.A. World Cup Viewing Party" event at Morgan Memorial Park, Friday, June 12, 2026, 7:00 p.m. to 11:00 p.m.

Resolution 8U

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a license agreement with Never Enuff Fishing Corp., to provide recreational fishing charters from the Garvies Point Ferry Dock, effective retroactively to May 1, 2026 through November 30, 2026, for a fee of $30,000 plus the cost for electrical usage.

Resolution 8V

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

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

(See Attached)

Resolution 8W

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a Separation Agreement between the City of Glen Cove and the Civil Service Employees Association (CSEA) and employee Jason Battle pertaining to his resignation from the City.

Resolution 8X

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes St. Patrick's Church to host a Corpus Christi Procession on Sunday, June 7, 2026, between 10:00 a.m. and 11:30 a.m., and the closing of certain streets.

Resolution 8Y

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an employment agreement with Christopher W. Ortiz as Chief of Police, effective retroactively January 1, 2026 through December 31, 2030.

Resolution 8Z

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

WHEREAS, the City of Glen Cove requires professional architectural and engineering services in connection with the proposed Fire Department monopole project; and

WHEREAS, Cashin Associates, P.C. has submitted a proposal dated May 20, 2026, for design, bid package preparation, construction administration, and project closeout services in the total amount of $19,200.00; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute an agreement with Cashin Associates, P.C. for professional architectural and engineering services related to the Fire Department monopole project in an amount not to exceed $19,200.00

Funding: H03-3411-52220 -2434

Resolution 8AA

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the City Council hereby approves a Change Order to Contract No. 2024-019 with Traditional Air Conditioning Systems & Service, Hicksville, NY, in the amount of $7,900.00, for air conditioning work at the Marker Restaurant at the Glen Cove Golf Course.

Funding: H7020-52240-2349

Resolution 9A

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

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

WHEREAS, eligible list No. 88297010 was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Luca A. Mandato is certified as eligible under list number 88297010 by the Glen Cove Municipal Civil Service Commission; and

NOW, THEREFORE, BE IT RESOLVED, that Luca A. Mandato is hereby appointed as a Police Officer with the Police Department at an annual salary of $50,000, effective retroactively to May 25, 2026.

Funding: A3120-51101

Resolution 9B

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that Christopher L. Larice is hereby appointed as a Motor Equipment Operator with the Department of Public Works at an annual salary of $84,992 (Grade 9, Step 30) effective May 27, 2026.

Funding: A8160-51101

Resolution 9C

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that Glenn R. Rizzo is hereby appointed as a Greenskeeper with the Golf Course at an annual salary of $54,195 (Grade 9, Step 2) effective May 27, 2026.

Funding: A7180-51101

Resolution 9D

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

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

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

WHEREAS, Dylan W. Hovell is certified as eligible under said list by the Glen Cove Municipal Civil Service Commission; and

NOW, THEREFORE, BE IT RESOLVED, that Dylan W. Hovell is hereby appointed as an Emergency Medical Technician (Advanced) with EMS at an annual salary of $66,626 (Grade 14, Step 4) effective date of June 1, 2026.

Funding: A4540-51101

Resolution 9E

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that Ernest R. Heeren is hereby reinstated as a part-time Emergency Medical Technician (Advanced) with EMS at $40.00 per hour effective May 27, 2026

Funding: A4540-51120

Resolution 9F

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

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

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

WHEREAS, Ella J. Orsino, Kathryn Ditrano, Wilbert Molina and Thomas DeMeo are certified as eligible under said list by the Glen Cove Municipal Civil Service Commission; and

NOW, THEREFORE, BE IT RESOLVED, that, Ella J. Orsino, Kathryn Ditrano, Wilbert Molina and Thomas DeMeo are hereby appointed as part-time Emergency Medical Technicians (Basic) with EMS at $26.00 per hour effective May 27, 2026.

Funding: A4540-51120

Resolution 9G

Resolution offered by Mayor Panzenbeck and seconded by ________________________________

BE IT RESOLVED, that the following persons are hereby appointed as employees with Youth Services and Recreation as indicated:

Name	**Title**	**Hourly Rate**	**Effective Date**	**Funding**
Logan Hoffman	Recreation Leader	$15.00	5/26/26-11/30/26	A7055-51120
Mario Benitez	Recreation Leader	$15.00	5/27/26-11/30/26	A7055-51120
Thomas Roel	Recreation Leader	$15.00	5/27/26-11/30/26	A7055-51120
Emilian Sant-Aignan	Recreation Leader	$15.00	5/27/26-11/30/26	A7055-51120
Daniele DiGiueppe	Recreation Leader	$14.00	5/27/26-11/30/26	A7055-51120
Gabbie Hudak	Lifeguard	$17.50	5/30/26-9/14/26	A7055-51120
Leila Cullen	Youth Service Worker	$15.00	6/1/26-9/30/26	A7050-51120
Gisselle Salinas	Youth Service Worker	$14.00	6/24/2026	A7050-51120
Amber Solomito	Youth Service Worker	$18.00	6/24/2026	A7050-51120

Debora Solomito	Youth Service Worker	$18.00	6/24/2026	A7050-51120
Yesica Valladares Pineda	Youth Service Worker	$14.00	6/24/2026	A7050-51120
Vaneza Villalobos	Youth Service Worker	$14.00	6/24/2026	A7050-51120
Andrew Piccirillo	Recreation Leader	$15.00	5/27/26-9/30/26	A7055-51120

7D

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Glen Cove, in the

County of Nassau, New York

May 26, 2026

* * *

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on May 26, 2026.

There were present: Hon. Pamela Panzenbeck, Mayor; and

Councilpersons:

There were absent:

Also present: Tina Pemberton, City Clerk

* * *

________________________ offered the following ordinance and moved its adoption:

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED MAY 26, 2026, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $4,923,057 TO FINANCE VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $4,923,057 AND APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE

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 of Glen Cove, in the County of Nassau, New York (herein called the "City"), is hereby authorized to issue bonds in the aggregate principal amount not to exceed $4,923,057 pursuant to 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 construction, acquisition or undertaking of various projects in and for the City as described in **column A of Schedule I**, attached hereto and made a part hereof. Said bonds are authorized to be issued in the respective principal amounts indicated in **column C** of such **Schedule I**.

Section 2. The estimated total cost of the projects authorized herein, including preliminary costs and costs incidental thereto and the financing thereof, is $4,923,057 and said amount is hereby appropriated for such projects. The respective estimated maximum cost of each object or purpose is set forth in **column B** of said **Schedule I**. The plan of financing includes the issuance of bonds in the aggregate principal amount not to exceed $4,923,057 to finance said appropriation, 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 grants and/or other funds received on account of any of the projects including the grants referred to in **column D of said Schedule I,** are hereby authorized to be applied toward the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

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.

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:

(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-Oyster Bay Record Pilot*," 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

2026 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
DPW - ADMINISTRATIVE					
City Hall boiler replacement	340,000	340,000		15	13
Municipal Garage rehabilitation	600,000	600,000		15	12(a)(2)
Parking Lot rehabilitation	75,000	75,000		10	20(f)
City Hall Elevator improvements	75,000	75,000		10	13
Stormwater infrastructure improvements	331,473	331,473		40	4
DPW ROADS					
Road improvements, including drainage	575,000	575,000		15	20(c)
General Requirements - concrete, asphalt, tree planting/removal, road stripping	25,000	25,000		5	35
Acquisition of aerial body truck with chipper	274,986	274,986		15	28
POLICE DEPARTMENT					
Acquisition of patrol vehicles & equipment	179,545	179,545		3	77
Acquisition of undercover vehicle	20,000	20,000		3	77
Acquisition of radar equipment	3,426	3,426		5	32
Building Improvements	17,400	17,400		15	12(a)(2)
TRAFFIC PATROL OFFICER (AUX)					
Acquisition of patrol officer radios	4,883	4,883		10	25
FIRE DEPARTMENT					
Acquisition of a UTV	66,000	66,000		5	32
Firehouse improvements	75,000	75,000		15	12(a)(2)
Radio communications technology upgrades	64,762	64,762		10	25
Acquisition of SCBA Cylinders	31,752	31,752		5	32
Acquisition of turnout gear	53,784	53,784		5	32
EMS AMBULANCE CORPs					
Acquisition of replacement EMS life-saving equipment	119,150	119,150		5	32
Acquisition of EMS radios	65,250	65,250		10	25
Acquisition of Automated Storage System	14,310	14,310		5	35
Building Improvements	20,000	20,000		15	12(a)(2)
HARBOR PATROL					
Acquisition of portable radios	18,000	18,000		10	25
Acquisition of bulletproof vests	5,000	5,000		5	32
Patrol Boat rehabilitation	25,000	25,000		5	35
SENIOR CENTER					
Building Improvements	7,500	7,500		15	12(a)(2)
DPW PARKS					
Acquisition of beach sand for beach nourishment	15,000	15,000		5	35

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
Installation of security systems (Big Ralph, Crescent Beach, Leech Circle)	10,100	10,100		5	32
City Stadium Park improvements – back stops	78,896	78,896		15	19(c)
City Stadium Park improvements – fencing	33,074	33,074		15	19(c)
Acquisition of Scag Mini Skid Steer	35,144	35,144		15	28
Morgan Park improvements	2,750	2,750		15	19(c)
INFORMATION TECHNOLOGY					
Acquisition of software/hardware	60,435	60,435		5	32 and 108
Acquisition of equipment	25,000	25,000		5	32 and 108
ANIMAL SHELTER					
Animal Shelter Facility improvements	50,000	50,000		15	12(a)(3)
GOLF COURSE					
Acquisition of a sprayer	72,045	72,045		15	28
Acquisition of a Ventrac tractor	78,392	78,392		15	28
Reconstruction of Golf Course bunkers	85,000	85,000		15	54
WATER DEPARTMENT					
Nancy Court water well improvement project	385,000	385,000		40	1
Seaman Road PFAD treatment system project	905,000	905,000		40	1
TOTAL CAPITAL PLAN 2026	**$4,923,057.00**	**$4,923,057.00**			

CLERK'S CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on May 26, 2026, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this ____ day of May, 2026.

(SEAL)

____
City Clerk

LEGAL NOTICE

The ordinance, a summary of which is published herewith, has been adopted on May 26, 2026, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF GLEN COVE, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED MAY 26, 2026, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS $4,923,057, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $4,923,057 TO FINANCE SAID APPROPRIATION

The objects or purposes for which the bonds are authorized consist of various capital improvements in and for the City of Glen Cove, as further described in the City's 2026 Capital Improvement Plan, at the estimated total cost of $4,923,057. Any grants and/or other funds received on account of any of the projects are hereby authorized to be applied toward the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

The amount of obligations authorized to be issued is not to exceed $4,923,057.

The periods of usefulness are various periods from 3 to 40 years.

A complete copy of the Bond Ordinance summarized above shall be available for public inspection during normal business hours at the office of the City Clerk, City of Glen Cove, City Hall, Glen Cove, New York.

Dated: May 26, 2026
Glen Cove, New York

8A

PON 5739
Attachment E – Sample Agreement
New York State Energy Research and Development Authorit
("NYSERDA")

AGREEMENT

1. Agreement Number:
2. Contractor:
3. Project Director:
4. Effective Date:
5. Total Amount of Award:
6. Project Period:
7. Expiration Date:
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, 2017 Report Content Guide.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

[CONTRACTOR]

Signature:__________________________

Name __________________________

Title __________________________

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature:______________________
NYSERDA Authorized Signatory

EXHIBIT A
STATEMENT OF WORK

See attachments to PON 5739 for relevant Statement of Work templates

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and the Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

[OR, if specific equipment has been identified by the Project Manager for NYSERDA to retain title in, then use the following:]

Section 2.03. Title to Equipment. Title shall vest in NYSERDA to all of the following equipment purchased hereunder:

1)
2)
3)
4)

Upon the request of NYSERDA, the Contractor shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as NYSERDA may reasonably request in order to assure the better vesting in and confirming to NYSERDA, its successor and assigns, of title to and possession of such equipment. If, after six (6) months following the later of (a) Contractor's completion of these obligations, (b) completion of the Work, or (3) the termination of this Agreement, NYSERDA has not removed any such equipment, it will be deemed abandoned and become the property of the Contractor. Any such removal of equipment by NYSERDA shall be at NYSERDA's expense.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms. **[If cost-share is applicable, insert** - It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.**]** In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing. NYSERDA's payments shall be on a reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the Contractor in performance of the Work in accordance with the provisions of this Agreement, and the following:

[CASE I: Cost Reimbursable]

(a) Staff Charges: To the extent Cash-based Expenses are incurred by the Contractor, Contractor shall be reimbursed for amounts paid to its employees for the services performed by its employees under the terms of this Agreement at the lesser of the employee's wage rate as shown in the Budget or the actual wages paid to the employee and applicable at the time the Work is performed.

(b) Direct Charges: To the extent Cash-based Expenses are incurred by the Contractor, the Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work and to the extent such costs are anticipated in the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs shall not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time the expense was incurred.

(c) Indirect Costs: The Contractor shall be reimbursed for fringe benefits, overhead, general and administrative (G&A), and other indirect costs, all at the fixed rate as shown in the Budget. Contractor hereby warrants and guarantees, in accordance with Section 9.01(k) hereto, that its rates for the foregoing indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

[CASE II: Billing Rates]

(a) Billing Rates: The Contractor shall be reimbursed for the services performed by its employees under the terms of this Agreement at the lesser of employee's billing rate set forth in the Budget or the employee's billing rate applicable at the time the Work is performed. Such billing rates shall be inclusive of actual Cash-based Expenses in the form of wages paid the employee, fringe benefits, overhead, general and administrative (G&A), and other indirect costs. Contractor hereby warrants and guarantees that the billing rates charged herein are Contractor's customary billing rates for performance of work of the type described in the Statement of Work attached hereto.

(b) Direct Charges: To the extent Cash-based Expenses are incurred by the Contractor, the Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work and to the extent such costs are anticipated in the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs should generally not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time the expense was incurred.

Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for progress payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be submitted electronically to NYSERDA's online invoice system at: https://services.nyserda.ny.gov/Invoices/ or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials. If electronic submission is not possible, invoices may be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall reference the purchase order number, which will be generated and provided to the Contractor upon contract execution, and the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, if applicable, and they shall be in a format consistent with the cost categories set forth in the Budget. Invoices shall be itemized and provide reasonable documentation for the above to provide evidence of costs incurred. If a wage rate or billing rate is used, Contractor must certify on its invoice that such rate represents the lesser of: (i) the actual rate at the time the Work was performed, and (ii) the rate listed for each such employee listed in the Budget. NYSERDA may adjust amounts payable to correlate the proportion of NYSERDA's funding share paid to the proportion of the Work completed. Proper final invoices must be paid by NYSERDA prior to the Expiration Date of the contract.

[Case III – Fixed Fee/Milestone]

Section 4.01. Payment Terms. **[If cost-share is applicable, insert** - It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.]In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: https://services.nyserda.ny.gov/Invoices/. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. Unless otherwise addressed by separate provision(s) within this Agreement governing the destruction of certain project data, the Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than $50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at $100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, World Health Organization declared pandemics, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with information concerning the Work that is collected and stored by, or on behalf of, NYSERDA (the "Information"). The Contractor must follow the policies and procedures outlined in the New York State Information Classification Policy (NYS-S14-002) available at https://its.ny.gov/policies.

In addition, the Contractor must follow the policies and procedures found on the Doing Business with NYSERDA webpage at https://www.nyserda.ny.gov/About/Doing-Business-with-NYSERDA, as amended and superseded.

(i) Any non-public, confidential, or proprietary Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and professional advisors who need to know the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

(ii) The NYS Office of Information Technology Services (ITS) establishes and regularly updates policies, standards, and guidelines for technology and information security (collectively referred to as "ITS Security Policies") for State Entities, including NYSERDA. Contractor shall conform to the requirements of ITS Security Policies when conducting work on behalf of NYSERDA including, but not limited to, application development, web development, hosting, or managing NYSERDA's sensitive data are required to comply with the NYS requirements. These requirements include, but are not limited to, the NYS Information Security Policy NYS-P03-002, as amended and superseded, which sets forth the minimum requirements, responsibilities, and accepted behaviors to establish and maintain a secure environment and achieve the State's information security objectives.

(iii) NYSERDA is required under State and federal law and policy to make web site content (web pages, images, and applications) and web-published documents (PDF, MS-Word, MS-PowerPoint, MS-Excel, etc.) accessible to people with disabilities. Contractor shall ensure that any network-based information and applications development, or programming delivered under this Agreement shall comply with Semantically correct and properly formatted documents and web pages are critical for accessible content. For example, a screen or text reader can convert the text of a properly formatted electronic document or web page into speech so a person with a visual disability can successfully hear the text of the web page or document. NYSERDA's Accessibility Requirements [PDF], which also includes links to the WCAG 2.0 accessibility guidelines as well as tutorials for creating accessible web content. Contractor shall also use Word to Acrobat Accessibility Guide [PDF] to ensure documents comply with accessibility requirements and Guide to Creating Alt Text Guide [PDF] to create and apply appropriate alternative text to images, charts, or other visuals.

(iv) The Contractor shall ensure any NYSERDA-branded website created under this Agreement or hosted by the Contractor complies with New York State's language access policy by offering interpretation services in the language requested and providing important forms and documents in at least the top 12 most commonly spoken languages in New York State, in addition to English.

Read the NYS ITS Language Access Plan. Visit the Language Access website.

A complete list of ITS Security Policies is available at: https://its.ny.gov/policies.

Contractor shall comply with the requirements below when managing NYSERDA's data outside NYSERDA's systems with a Moderate or High rating as per the Information Asset Identification Worksheet found in the New York State Information Classification Policy (NYS-S14-002) https://its.ny.gov/document/information-classification-standard as follows:

- Maintain Cyber Security Insurance at the amount indicated in Section 11.02
- Provide a signed self-attestation on an annual basis for multiyear contracts
- For all systems with a High Rating, maintain up-to-date SOC 2 Type 2 Assessment Report and provide to NYSERDA upon request.

Contractor shall notify NYSERDA's Information Security Officer immediately upon discovery or notification of any security breaches or vulnerabilities:

- information.security@nyserda.ny.gov
- (518) 862-1090 x3486

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA's Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

Article IX

Warranties and Guarantees

Section 9.01. <u>Warranties and Guarantees</u>. The Contractor warrants and guarantees that:

(a) all information provided, and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, [1] including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA;

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

[1] http://www.nyserda.ny.gov/About/Board-Governance.aspx

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

[If Contractor will manage NYSERDA data outside of a NYSERDA system, insert the follow clause; exact amount to be determined by NYSERDA after contract award:] (c) Cybersecurity Insurance Required. Commencing as of the date of this Agreement the Contractor shall carry and maintain Cybersecurity insurance in the amount of no less than $5,000,000 per incident.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by

NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

(i) via certified or registered United States mail, return receipt requested;

(ii) by facsimile transmission;
(iii) by personal delivery;
(iv) by expedited delivery service; or
(v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA
Name: Wendy M. MacPherson
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Wendy.MacPherson@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

[Contractor Name]
Name:
Title:
Address:
Facsimile Number:
E-Mail Address:

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition, the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires

otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.ny.gov/about/foil2.html) and NYSERDA's Regulations, Part 501 http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx .

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. <u>RECIPROCITY AND SANCTIONS PROVISIONS.</u> Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. <u>COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.</u> Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. <u>PROCUREMENT LOBBYING.</u> To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. <u>COMPLIANCE WITH TAX LAW SECTION 5-a.</u> The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See https://ogs.ny.gov/iran-divestment-act-2012).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: https://www.dec.ny.gov/regs/2492.html.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.[2]

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating

---

[2] This is only a summary; the full text of Part 504 can be accessed at: http://www.nyserda.ny.gov /About/New-York-State-Regulations.aspx

documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars ($10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen

(15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

New York State Energy Research and Development Authority (NYSERDA)

2017 Report Content Guide

Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

Table of Contents

This Report Content Guide should be used in conjunction with the following documents, which are available at nyserda.ny.gov/Doing-Business-with-NYSERDA:

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing's Template for Reports (including example)

1 Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-1090, ext. 3276 or diane.welch@nyserda.ny.gov

2 Required Elements

Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
  - Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), contract number and date report submitted.
- Notice (small Roman numerals for page numbers, i.e., ii):
  - Option 1—When NYSERDA is the project's sole sponsor, this notice must be used:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov.

Information contained in this document, such as web page addresses, are current at the time of publication.

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov

Information contained in this document, such as web page addresses, are current at the time of publication.

- Abstract and Keywords (optional; small Roman numerals for page numbers):
  - The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major

research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.

- Acknowledgments (optional; small Roman numerals for page numbers):
  - If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.
- Table of Contents (small Roman numerals for page numbers):
  - The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.
- List of Figures (small Roman numerals for page numbers).
  - If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- List of Tables (small Roman numerals for page numbers).
  - If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- Acronyms and Abbreviations List (small Roman numerals for page numbers):
  - All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
  - First reference to NYSERDA in text should be "the New York State Energy Research and Development Authority (NYSERDA)." Subsequent references should read simply "NYSERDA."
  - When referring to New York State, use "New York State" on first use and abbreviate "the State" for subsequent uses.
  - Use a one- or two-column layout for the list, but do not use a table.
- Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):
  - An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.
- Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows…) and Alternative Text to comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.

- Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.

- References Cited and Bibliography information (as needed; continue sequential page numbering):
  - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
  - Endnote style for reference citations is preferred but footnotes are acceptable.
  - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
  - Full reference citations listed alphabetically by the last name of the first author.
  - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
  - Use the following format to refer to reports published by NYSERDA:

    New York State Energy Research and Development Authority (NYSERDA). Year of publication. "Title of Report," NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional). nyserda.ny.gov/publications

- Appendices (optional; A-1 etc. for Appendix A, B-1 etc. for Appendix B page numbering):
  - In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)

- Alterative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

2.2 Proprietary or Confidential Information

Propriety or confidential information must be clearly labeled in the report submission as "proprietary" or "confidential." To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA's website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images, and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt-text for any tables that are inserted as images.
    - Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example ("Visit....").
    - Avoid linking to "click here" or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA's website to "NYSERDA" instead of putting a long URL in text.
    - Visit nyserda.ny.gov/Doing-Business-with-NYSERDA for more information about how to make a document accessible.

3 Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

- Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.
- File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.
- Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).
- Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.
- NYSERDA will format the document according to the 2017 NYSERDA Marketing's Template for Reports.

Option 2—Contractor does the formatting

- Visit nyserda.ny.gov/Doing-Business-with-NYSERDA to download:
  - Report template (2017 NYSERDA Marketing's Template for Reports).
  - Details about report formatting (2017 NYSERDA Report Formatting Guide).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report. Do not hyperlink websites.

4 Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

5 Contacts

- The NYSERDA Project Manager should be the contractor's primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at diane.welch@nyserda.ny.gov or 518-862-1090 x3276.
- Contractors can also email print@nyserda.ny.gov or call 518-862-1090 and ask for Marketing.

6 Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

- Title page (no page number).
- Notice (small Roman numeral page numbers, i.e., ii).
- Abstract
- Keywords (optional; small Roman numerals).
- Acknowledgments (optional; small Roman numerals).
- Table of Contents (small Roman numerals).
- List of Figures (small Roman numerals).
- List of Tables (small Roman numerals).
- Acronyms and Abbreviations List (small Roman numerals).

- Executive Summary or Summary (optional; ES-1 or S-1 etc).
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows…), and Alt Text for ADA Accessibility.
    - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.
- References Cited and Bibliography information.
- Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1, etc. for Appendix B).
- Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as "Reprinted with permission from [publisher's name]."
- Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

8C

May 6, 2026

Mr. Michael Piccirillo
City Controller
City of Glen Cove
9 Glen Street
Glen Cove, NY 11543

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Glen Cove, New York (the City).

Prior to the commencement of our audit(s) we may not now if an audit performed in accordance with the audit re uirements of Title 2 U.S. *Code of Federal Regulations* (C R) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) is re uired. Conse uently, this letter includes the words if applicable ne t to relevant single audit communication re uirements.

Audit Scope and Objectives

We will audit the City s statements of the governmental activities, the discretely presented component units, each major fund and the aggregate remaining fund information including the disclosures, which collectively comprise the basic financial statements of the City as of and for the years ended December 31, 2026, 2027, 2028, 2029 and 2030, and issue our report thereon as soon as reasonably possible after completion of our wor .

Accounting standards generally accepted in the United States of America provide for certain re uired supplementary information (RSI), such as management s discussion and analysis (MD&A), to supplement the City s basic financial statements. Such information, although not a part of the basic financial statements, is re uired by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical conte t. As part of our engagement, we will apply certain limited procedures to the City s RSI in accordance with auditing standards generally accepted in the United States of America, (US GAAS). These limited procedures will consist of in uiries of management regarding the methods of preparing the information and comparing the information for consistency with management s responses to our in uiries, the basic financial statements, and other nowledge we obtained during our audit of the basic financial statements. We will not e press an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to e press an opinion or provide any assurance. The following RSI is re uired by US GAAP and will be subjected to certain limited procedures, but will not be audited

- Management s Discussion and Analysis
- Schedules of Revenues, E penditures, and Changes in und Balances Budget and Actual General und and Water und
- Other Postemployment Benefits Schedule of Changes in the City s Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

Audit Scope and Objectives *(continued)*

We have also been engaged to report on supplementary information other than the RSI that accompanies the City s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, *Government Auditing Standards* issued by the Comptroller General of the United States (GAGAS) (if applicable), and the audit re uirements of Title 2 U.S. *Code of Federal Regulations* (C R) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors report on the financial statements or in a report combined with our auditors report on the financial statements

- Combining and Individual und inancial Statements and Schedules
- Schedule of E penditures of ederal and/or State Awards (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City and issue an auditors report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not e pect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable) will always detect a material misstatement when it e ists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial li elihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to e press such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we e ercise professional judgment and maintain professional s epticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors (2) fraudulent financial reporting (3) misappropriation of assets or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Auditor's Responsibilities for the Audit of the Financial Statements *(continued)*

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed e amination of all transactions, there is an unavoidable ris that some material misstatements may e ist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports re uired for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconse uential.

The objectives for our audit also include reporting on

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable), the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (C R) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not e press such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) re uires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Uniform Guidance Compliance Supplement for the types of compliance re uirements that could have a direct and material effect on each of the City s major programs. The purpose of these procedures will be to e press an opinion on the City s compliance with re uirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As re uired by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance re uirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be e pressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not e tend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government s/City s ability to continue as a going concern for a reasonable period of time.

Auditor's Responsibilities for the Audit of the Financial Statements *(continued)*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical e istence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also re uest written representations from your attorneys as part of the engagement when re uired based on our professional judgment.

After our planning is complete, we will communicate to management and those charged with governance, the significant ris (s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the ris s of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those ris s and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The ris of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will e press no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are re uired to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be e pressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material wea nesses. However, we will communicate to you in writing concerning any significant deficiencies or material wea nesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not e press such an opinion in our report.

The Uniform Guidance re uires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance re uirements that could have a direct and material effect on each of the City s major programs. or federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance re uirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to e press an opinion on the City s compliance with re uirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Audit Procedures – Compliance *(continued)*

As re uired by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance re uirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be e pressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material wea nesses. Accordingly, we will e press no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are re uired to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Reporting

We will issue a written report(s) upon completion of our audit of the City s financial statements and written reports re uired with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the City. Circumstances may arise in which our report may differ from its e pected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to e press opinions or withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the e istence of a significant ris of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to ta e any course of action permitted by professional standards, including declining to e press an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as re uired by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Reporting *(continued)*

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection orm (if applicable) that summarize our audit findings. It is management s responsibility to submit the reporting pac age (including financial statements, schedule of e penditures of federal awards, summary schedule of prior audit findings, auditors reports, and corrective action plan) along with the Data Collection orm to the ederal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting pac age you will submit to pass-through entities. The Data Collection orm and the reporting pac age must be submitted within the earlier of 30 days after receipt of the auditors reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconse uential) (c) disagreements with management and other serious difficulties encountered in performing the audit and (d) various matters related to the City s accounting policies and financial statements.

Other Services

P O Connor Davies will also assist in preparing the financial statements and the schedule of e penditures of federal and/or state Awards of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. In addition, we will assist with preparation of the New Yor State Annual inancial Report based on information provided by you.

P O Connor Davies will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. P O Connor Davies, using professional judgment, reserves the right to refuse to perform any procedure or ta e any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Supplementary Information

Our audit will be conducted on the basis that you ac nowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met (2) following laws and regulations (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance re uirements and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles for the preparation and fair presentation of the financial statements, schedule of e penditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Responsibilities of Management for the Financial Statements and Supplementary Information *(continued)*

You are also responsible for ma ing drafts of financial statements, schedule of e penditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, boo s, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (3) additional information that we may re uest for the purpose of the audit and (4) unrestricted access to persons within the government and component units from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will re uire certain written representations from you about the financial statements schedule of e penditures of federal awards federal award programs compliance with laws, regulations, contracts, and grant agreements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit ta en as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management s responsibilities include ac nowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes) and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities for designating an individual with suitable s ill, nowledge, and/or e perience to oversee assistance with preparation of the financial statements, schedule of e penditures of federal and/or state awards, and New Yor State Annual inancial Report P O Connor Davies provides and for evaluating the ade uacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance re uirements, and for preparation of the schedule of e penditures of federal and/or state awards in accordance with the re uirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of e penditures of federal and/or state awards (if applicable), and related notes. You agree to include our report on the schedule of e penditures of federal and/or state awards in any document that contains, and indicates that we have reported on, the schedule of e penditures of federal and/or state awards. You also agree to include the audited financial statements with any presentation of the schedule of e penditures of federal and/or state awards that includes our report thereon. You are responsible for ma ing all management decisions and assuming all management responsibilities relating to the financial statements, schedule of e penditures of federal and/or state awards and related notes, and for accepting full responsibility for such decisions.

Responsibilities of Management for the Financial Statements and Supplementary Information *(continued)*

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all nown or suspected fraud or illegal acts affecting the City involving (1) management (2) employees who have significant roles in internal control and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your nowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements and grants and for ta ing timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as re uired by Uniform Guidance (if applicable), it is management s responsibility to follow up and ta e corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance re uirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management s responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for trac ing the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions ta en to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The City is also responsible for providing management s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will re uest from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management s responsibility for (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management s representation letter will further confirm that (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements ta en as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the City s internal control. You will also be re uired to ac nowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of e penditures of federal and/or state awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, nowing or rec less misrepresentation or provision to us of inaccurate or incomplete information by the City, or any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

Responsibilities of Management for the Financial Statements and Supplementary Information ***(continued)***

To the best of your nowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the City and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to ma e reference to our firm in a document that includes our auditors report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the City see s such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not re uired to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the e tent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We eep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period re uested by the applicable cognizant agency. If we are aware that a federal and/or state awarding agency or the City is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not eep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential e amination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated ualified individuals with the necessary e pertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-Reliance on Oral Advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to ma e clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and Other Communication

During the course of the engagement, we may communicate with you or with City personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and present a ris of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no responsibility for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any conse uential, incidental, direct, indirect or special damages.

Access to Working Papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information nown as our wor ing papers. As we are sure you can appreciate, these wor ing papers may contain confidential information and our firm s proprietary data. You understand and agree that these wor ing papers are, and will remain, our e clusive property. E cept as discussed below, any re uests for access to our wor ing papers will be discussed with you before ma ing them available to re uesting parties

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program re uires that once every three years we subject our system of uality control to an e amination by another accounting firm. As part of this process, the other firm will review a sample of our wor . It is possible that the wor we perform for you may be selected for review. If it is, the other firm is bound by professional standards to eep all information confidential.

(2) We may be re uested to ma e certain wor ing papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a uality review of the audit, to resolve audit findings, or to carry out oversight responsibilities (ii) the American Institute of Certified Public Accountants and (iii) the State Board of Accountancy. If re uested, access to such wor ing papers will be provided under the supervision of our personnel. urthermore, upon re uest, we may provide photocopies of selected wor ing papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and Billing

The components of our fees for each of the ne t five years are detailed below

	2026	2027	2028	2029	2030
Audit of basic financial statements, including federal single audit in accordance with the Uniform Guidance, if applicable	76,500	76,500	78,000	78,000	79,500
NYS Department of Transportation Audit, if applicable	1,500	1,500	1,500	1,500	1,500
Assistance with preparation of the NYS Annual inancial Report, if applicable	3,500	3,500	4,000	4,000	4,000

In the event that the City spends 1,000,000 or more in ederal Assistance, a Single Audit will be re uired pursuant to Uniform Guidance. Our fees for the first major program are included in our fees above. In the event the City re uires additional major programs to be tested pursuant to the Uniform Guidance, our fee for each additional program will be 3,500.

The fee is based on anticipated cooperation from your personnel, audit condition of the boo s and records and the assumption that une pected circumstances will not be encountered during the audit.

In addition to fees, we will charge you for e penses. Our invoices include an indirect e pense charge related to the client services and deliverables, calculated as 3.5 of our fees. Travel e penses and client meals/entertainment e penses will be billed separately and are not included in the 3.5 charge.

Fees and Billing *(continued)*

In accordance with our firm policies, wor may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time e pended and to reimburse us for all out-of-poc et e penditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such wor progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field wor	75
Upon submission of the final report and management letter	25
	100

Liability

Any and all claims by the City arising under this engagement must be commenced by the City within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the City is informed of the engagement s termination in the event our report is not delivered, for any reason.

Our firm s ma imum liability to the City for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or wor product giving rise to liability, e cept to the e tent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the City, whether a claim be in tort, contract or otherwise, for any conse uential, special, indirect, lost profit or similar damages.

Reimbursement

You agree to reimburse our firm, its partners, principals and employees, to the fullest e tent permitted by law for any e pense, including compensation for our time at our standard billing rates and reimbursement for our out-of-poc et e penses and reasonable attorneys fees, incurred in complying with or responding to any re uest (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This agreement will survive termination of this engagement.

Dispute Resolution

Any claim or controversy (dispute) arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the City or at its re uest (including any dispute involving any person or entity for whose benefit the services in uestion are or were provided), e cept any claim by our firm see ing payment of our fees and disbursements, shall first be submitted in good faith for mediation administered by the American Arbitration Association (AAA) under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and e penses of the mediator shall be shared e ually by the parties.

Dispute Resolution *(continued)*

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the Rules). The arbitration will be conducted before a single arbitrator selected from the AAA s Panel of Accounting Professionals and Attorneys and shall ta e place in New Yor , New Yor .

Any discovery sought in connection with the arbitration must be e pressly approved by the arbitrator upon a showing of substantial need by the party see ing discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the e istence, content or result of the arbitration only as e pressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or e uitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party s actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm see ing payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New Yor , without giving effect to any provisions relating to conflict of laws that would re uire the laws of another jurisdiction to apply.

Hosting Services

In order to maintain our independence in accordance with the AICPA s Code of Professional Conduct, we cannot host or maintain any client information. You are e pected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are e pected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or bac -up services for any of your data or records. Giving us access to your accounting system does not ma e us hosts of information contained within.

Corporate Transparency Act/Beneficial Ownership Reporting

While enforcement of the Corporate Transparency Act (CTA) remains subject to ongoing litigation and regulatory clarification, businesses may still have future compliance obligations once the law is reinstated or modified. You are responsible for monitoring the applicability of the CTA to your entities and for compliance with any beneficial ownership reporting re uirements once legally effective. Information regarding the BOI reporting re uirements can be found at https //www.fincen.gov/boi. Consider consulting with legal counsel if you have uestions regarding the applicability of the CTA s reporting re uirements and issues surrounding the collection of relevant ownership information.

Artificial Intelligence and Automated Tools

We employ private, enterprise-controlled artificial intelligence (AI) models to enhance the uality, consistency, and efficiency of our professional services. We do not permit client-provided information to be used for public model training or made accessible outside of our secure environment.

All approved AI and automated tools are vetted under our AI Governance Program, which includes ris assessment, vendor due diligence, and staff acceptable-use policies. AI and automated tools are used solely to facilitate and enhance service uality all conclusions, advice, and deliverables are independently reviewed and approved by our ualified professionals before being shared with you.

Data handling related to AI use complies with applicable laws, professional standards, and our Privacy Policy.

Employment of Firm Partner or Professional Employee

The City ac nowledges that hiring current or former P O Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such nown individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other s personnel participating in the engagement without e press written consent. If this provision is violated, the violating party will pay the other party a fee e ual to the hired person s annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and Other

GAGAS re uire that we provide you with a copy of our most recent e ternal peer review report, and any subse uent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the City however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Re uests for services other than those included in this engagement letter will be agreed upon separately.

P O Connor Davies, LLP (LLP) and P O Connor Davies Advisory LLC (Advisory) practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that re uire their employees to maintain as confidential all client information that is not otherwise publicly available.

Confirmation and Other*(continued)*

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to P O Connor Davies, LLP by way of merger, ac uisition or otherwise.

If this letter correctly e presses your understanding of the terms of our engagement, including our respective responsibilities, please sign where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

The services and terms described in the foregoing letter are in accordance with our re uirements and are acceptable to us.

City of Glen Cove, New York

BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

P O Connor Davies, LLP is a member firm of the P International Limited networ of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

8D

Pricing Proposal
Quotation #: 27523521
Created On: 5/13/2026
Valid Until: 6/5/2026

NY-City of Glen Cove

Rob Gillis
9 Glen Street
Glen Cove, NY 11542
United States
Phone: 516-320-7838
Email: rgillis@glencoveny.gov

Inside Account Manager

Zach Gilbert
300 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1501
Email: Northeast_Gov@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	1 Enterperise Licenses 24-Month Term Stormwind - Part#: NPN-STORM-ENTER-A Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI **Note:** ESD; 2 years	1	$1,400.00	$1,400.00
			Total	$1,400.00

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Empire Adventure Park
1500 Old Country Rd Unit
231, Westbury, NY 11590

Legal Business Name
Empire Adventure Park
843473459

Phone 516-992-6778
Email bookings@empireadventurepark.com

8E

TAX INVOICE

INVOICE: #143
DATE: 10 Ap

INVOICE TO:
Glen Cove - Carolina Guastella
cguastella@glencoveny.gov
1 (516) 671-4600

Item Code	Description	Qty	Unit Price	Total
1347192	Group Package - Group Packages 120 minutes	60	$31.00	$1860.00
1357171	Chaperone - Adult Chaperone	10	$10.00	$100.00

Sub Total	$1960.00
Tax	$0.00
Total Booking Amount	$1960.00
Amount Received	$0.00
Balance Remaining	$1960.00
Deposit Amount Payable	**$980.00**

PAYMENT IS DUE BY 17 MAY 2026

Pay by Credit Card: You can pay by credit card by following the email instructions or by calling our team.

Adventureland Group Trip

Glen Cove Youth Bureau	Date of Trip: 7/24/2026
Carolina	Approx Arrival Time: 11am
Cguastella@Glencoveny.gov	Approx No. in Group: 80
Invoice #: 433	Approx No. Food Package: 0
4/2/2026	Rate/Rides (pp): $ 32.50
	Food Rate (pp): $ 15.00

TOTAL DUE		
CASH OR BANK CHECK TOTAL		
Admission (Guests x Rate)	$	2,600.00
Amusement Park Tax* (2.188%)		Exempt
Food Packages	$	-
NYS Sales Tax (8.75%)	$	-
Total Due (Cash or Check)	**$**	**2,600.00**

*Admission Park Tax only applied to admission

PLEASE NOTE: Adventureland is an admission park—all guests entering must purchase a ticket.

Guests 1 years old and under can enjoy free admission.

Adventureland does not accept school/company checks upon your arrival. Payments made that day must be in cash, bank check, money order or credit card (American Express, Master Card, Visa, or Discover). If paying by school or company check, we must receive your check one week prior to the date of your trip, made payable to *L.I. Adventureland*, along with a copy of this confirmation. ***Non-refundable deposits of an even $500 are required for groups with a "Total Due" of $5,000 or greater. This deposit is due 1 month prior to your group date. ***

Remember:

Please always remember to provide adequate supervision for your group. Please instruct counselors and staff members to know where their group members are at all times. Instruct children never to leave the park without a supervisor. Only you, as the responsible Group Leader, know the capabilities or tolerances of your individual group members. Please familiarize yourself with our attractions for your group members. When in doubt, DO NOT let them use attractions that are not appropriate for them.

Parking will be provided for buses free of charge.

Group Leaders will make final payment & pick up group bracelets in Group Sales Office (located inside the arcade) and then bring bracelets to group members outside the park.

*****PLEASE NOTE: LINE CUTTING AND LINE SAVING ARE NOT PERMITTED *****

- -

Group Pricing:

25+ people = $32.50 (+tax)

100+ people = $29.50pp (+tax)

Food Package:

Option 1: $15(+tax) – choice of hamburger, hot dog, or chicken nuggets w/ fries and a soft drink

Option 2: $11(+tax) – chicken nuggets w/ fries and a soft drink

No outside food is permitted in the park.

Very Truly Yours,
GROUP SALES
GuestRelations@Adventureland.us
631-694-6868

8F

GLEN COVE SENIOR CENTER
MUSIC THERAPY PROGRAM AGREEMENT

AGREEMENT made as of this 15 day of May, 2026, by and between Maria Menniti, with offices at 486 Maitland Street, East Meadow, NY 11554 (hereinafter referred to as "MM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage MM to provide Music Therapy programs for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, MM is willing to provide Music Therapy programs at the Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF WORK:** MM will provide Music Therapy at the Adult Day Program (1) time, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Adult Day Program Music Therapy programs.

2. **COMPENSATION:** For the services to be provided by MM, the City will pay $175 per class for (1) class at a total cost of $175.00. The City shall not be responsible for any costs or expenses MM may incur to provide the services described herein, and MM shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** MM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. MM

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of MM, nor shall MM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving MM or any employee of MM. MM will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: MM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. MM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: MM agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, MM shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to MM of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than MM are responsible for the claim does not relieve MM from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if MM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: MM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, MM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____

by: Mayor Pamela D. Panzenbeck, Mayor

Maria Menniti 05/15/2026

____

by: Maria Menniti

<u>**GLEN COVE SENIOR CENTER**</u>
<u>**MUSICAL ENTERTAINMENT PROGRAM AGREEMENT**</u>

AGREEMENT made as of this___day of May, 2026, by and between George Maselli, DBA Maselli Entertainment, Inc., with offices at 61 South Avenue, Smithtown, NY 11787 (hereinafter referred to as "ME"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage ME to provide Musical Entertainment programs for the Glen Cove Senior Center; and

WHEREAS, ME is willing to provide Musical Entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this agreement.

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

1. <u>**SCOPE OF WORK:**</u> ME will provide Musical Entertainment at the Senior Center (1) time, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Musical Entertainment.

2. <u>**COMPENSATION:**</u> For the services to be provided by ME, the City will pay $175 per class for (1) program at a total cost of $175.00. The City shall not be responsible for any costs or expenses ME may incur to provide the services described herein, and ME shall supply all equipment and materials required to perform the services.

3. <u>**INDEPENDENT CONTRACTOR**</u>: ME understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. ME

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of ME, nor shall ME be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving ME or any employee of ME. ME will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: ME will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. ME agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: ME agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, ME shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to ME of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than ME are responsible for the claim does not relieve ME from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if ME asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: ME hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, ME agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____
by: Mayor Pamela D. Panzenbeck, Mayor

____
by: George Maselli, Maselli Entertainment, Inc.

GLEN COVE SENIOR CENTER
SENSORY CRAFT PROGRAM AGREEMENT

AGREEMENT made as of this___day of May, 2026, by and between AlegnaSoap Inc, with offices at 8 Scherer Street, Bethpage, NY 11714 (hereinafter referred to as "AS"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage AS to provide Sensory Craft programs for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, AS is willing to provide Sensory Craft programs at the Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF WORK:** AS will provide Sensory Craft Programs at the Adult Day Program (2) times, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Adult Day Program Sensory Craft programs.

2. **COMPENSATION:** For the services to be provided by AS, the City will pay $220 per class for (2) classes at a total cost of $440.00. The City shall not be responsible for any costs or expenses AS may incur to provide the services described herein, and AS shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** AS understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. AS

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of AS, nor shall AS be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving AS or any employee of AS. AS will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: AS will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. AS agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: AS agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, AS shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to AS of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than AS are responsible for the claim does not relieve AS from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if AS asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: AShereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, AS agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **<u>COMPLETE AGREEMENT; GENERAL PROVISIONS</u>**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____

by: Mayor Pamela D. Panzenbeck, Mayor

____

by: Angela Carillo, Alegnasoap Inc.

GLEN COVE SENIOR CENTER
ARTWORK EDUCATION PROGRAM AGREEMENT

AGREEMENT made as of this___day of May, 2026, by and between Laura Lynch, with offices at 2315 Frankel Blvd, Merrick, NY 11566 (hereinafter referred to as "LL"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage LL to provide Artwork Education programs for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, LL is willing to provide Artwork Education programs at the Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF WORK:** LL will provide Artwork Education at the Adult Day Program (4) times, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Adult Day Program Artwork Education programs.

2. **COMPENSATION:** For the services to be provided by LL, the City will pay $200 per class for (4) classes at a total cost of $800.00. The City shall not be responsible for any costs or expenses LL may incur to provide the services described herein, and LL shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** LL understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. LL

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of LL, nor shall LL be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving LL or any employee of LL. LL will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: LL will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. LL agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: LL agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, LL shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to LL of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than LL are responsible for the claim does not relieve LL from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if LL asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: LL hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, LL agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **<u>COMPLETE AGREEMENT; GENERAL PROVISIONS</u>**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____
by: Mayor Pamela D. Panzenbeck, Mayor

____
by: Laura Lynch

GLEN COVE SENIOR CENTER
MUSIC THERAPY PROGRAM AGREEMENT

AGREEMENT made as of this___day of May, 2026, by and between Z T Music, with offices at 32 Cypress Drive, Kings Park, NY 11754 (hereinafter referred to as "ZT"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage ZT to provide Music Therapy programs for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, ZT is willing to provide Music Therapy programs at the Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF WORK:** ZT will provide Music Therapy at the Adult Day Program (1) times, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Adult Day Program Music Therapy programs.

2. **COMPENSATION:** For the services to be provided by ZT, the City will pay $175 per class for (1) class at a total cost of $175.00. The City shall not be responsible for any costs or expenses ZT may incur to provide the services described herein, and ZT shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** ZT understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. ZT

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of ZT, nor shall ZT be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving ZT or any employee of ZT. ZT will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: ZT will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. ZT agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: ZT agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, ZT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to ZT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than ZT are responsible for the claim does not relieve ZT from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if ZT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: ZT hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement.

Furthermore, ZT agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **<u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____

by: Mayor Pamela D. Panzenbeck, Mayor

____

by: Zachary Thomas, Owner, ZT Music

GLEN COVE SENIOR CENTER
ART and THEATER PROGRAM AGREEMENT

AGREEMENT made as of this___day of May, 2026, by and between Cassidy Nelson, with offices at 3040 Shore Road, Bellmore, NY, 11710 (hereinafter referred to as "CN"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage CN to provide Art and Theater programs for the Glen Cove Senior Center Adult Day Program; and

WHEREAS, CN is willing to provide Art and Theater programs at the Adult Day Program for the benefit of its members on the terms and conditions set forth in this Agreement.

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

1. **SCOPE OF WORK:** CN will provide Art and Theater at the Adult Day Program (1) time, commencing June 1st, 2026 and ending December 31st, 2026, to provide members of the Senior Center Adult Day Program Art and Theater programs.

2. **COMPENSATION:** For the services to be provided by CN, the City will pay $200 per class for (1) class at a total cost of $200.00. The City shall not be responsible for any costs or expenses CN may incur to provide the services described herein, and CN shall supply all equipment and materials required to perform the services.

3. **INDEPENDENT CONTRACTOR:** CN understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. CN

shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of CN, nor shall CN be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving CN or any employee of CN. CN will provide workers' compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective June 1, 2026, through December 31, 2026, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY**: CN will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. CN agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: CN agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, CN shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to CN of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CN are responsible for the claim does not relieve CN from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CN asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

7. **COMPLIANCE WITH LAWS**: CN hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement.

Furthermore, CN agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE

____

by: Mayor Pamela D. Panzenbeck, Mayor

____

by: Cassidy Nelson

Pamela D. Panzenbeck
Mayor
Michael M. Yeosock, PE
Director – Public Works

Phone (516) 676-4402
www.glencoveny.gov

8H

CITY OF GLEN COVE

DEPARTMENT OF PUBLIC WORKS

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

On April 21, 2026, the City received five (5) bids for Bid #2026-003 2026 Drainage Improvements at Various Locations. The bid results are summarized as follows:

Contractor	Total Bid
A.I.I. Allen Industries, Inc.	$1,585,846.00
Laser Industries, Inc.	$1,222,759.00
Macedo Contracting Services, Inc.	$ 616,934.50
Stasi General Contracting LLC	$ 760,910.00
Roadwork Ahead, Inc.	$1,158,999.00

Upon review of the bids, it was noticed that there was an error made in some of the bid item quantities supplied in the bid. The bid quantities were adjusted accordingly. There was also a discrepancy in the low bidders bid on Item 4B between the written price in words and the unit price. Since bid procedures call for the written word to take precedence, the bid was adjusted accordingly. Based on these adjustments, Macedo Contracting Services, Inc. remained the low bidder.

Checks were performed on the low bidder for debarment, suspensions, violations of labor law, safety violations and authorization to conduct business in New York State. It was found that:

- The low bidder is not on the General Services Administration list of debarred, suspended or excluded firms ineligible for Federal Aid.
- The low bidder is not on the Department of Labor list of firms debarred for willful violations of the Labor Law
- The corporation has the proper authority to conduct business in New York State according to the New York State Department of State database
- The low bidder has no safety violations based on the OSHA website

Macedo Contracting Services, Inc. has performed similar work for the Village of Hempstead, Nassau County Department of Public Works, and the Town of Oyster Bay.

It is recommended that Macedo Contracting Services, Inc. be awarded Bid #2026-003 Drainage Improvements at Various Locations for an adjusted price of $717,772.00. A bid bond in the amount of 10% of the bid is provided.

2026 Drainage Improvements at Various Locations

Item No.	Description	Quantity	Unit	Allen Industries Inc. Unit Price	Allen Industries Inc. Total Price	Laser Industries Unit Price	Laser Industries Total Price	Macedo Contracting Unit Price	Macedo Contracting Total Price
1	Mobilization	1	LS	$ 55,000.00	$ 55,000.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00
2	Unclassified Excavation	359	CY	$ 75.00	$ 26,925.00	$ 110.00	$ 39,490.00	$ 20.00	$ 7,180.00
3	Trench Culvert and Bridge Excavation	2154	CY	$ 20.00	$ 43,080.00	$ 75.00	$ 161,550.00	$ 1.00	$ 2,154.00
4B	Cement Concrete Breaking - Structure	3	CY	$ 1,500.00	$ 4,500.00	$ 200.00	$ 600.00	$ 3,500.00	$ 10,500.00
7	Prepared Fine Grade	1132	SY	$ 2.00	$ 2,264.00	$ 27.00	$ 30,564.00	$ 0.50	$ 566.00
9	Topsoil	48	CY	$ 70.00	$ 3,360.00	$ 85.00	$ 4,080.00	$ 25.00	$ 1,200.00
10A	Temporary Sheeting and Shoring	8112	SF	$ 3.00	$ 24,336.00	$ 4.00	$ 32,448.00	$ 1.00	$ 8,112.00
12P-12	12" Corrugated Polyethylene Smooth Interior Drainage Pipe	9	LF	$ 140.00	$ 1,260.00	$ 100.00	$ 900.00	$ 15.00	$ 135.00
12P-18	18" Corrugated Polyethylene Smooth Interior Drainage Pipe	1227	LF	$ 270.00	$ 331,290.00	$ 80.00	$ 98,160.00	$ 50.00	$ 61,350.00
13A-2x2	2' x 2' Concrete Catch Basin	8	VF	$ 1,400.00	$ 11,200.00	$ 800.00	$ 6,400.00	$ 659.00	$ 5,272.00
13A-TypeA-MOD	Type A-MOD Catch Basin	14	VF	$ 2,400.00	$ 33,600.00	$ 2,600.00	$ 36,400.00	$ 1,326.00	$ 18,564.00
13A-Type C	Type C catch Basin	4	VF	$ 1,000.00	$ 4,000.00	$ 700.00	$ 2,800.00	$ 639.25	$ 2,557.00
13BP-4	Manhole - 4' Diameter Precast	15	VF	$ 1,000.00	$ 15,000.00	$ 800.00	$ 12,000.00	$ 1,205.50	$ 18,082.50
14	Connections to Existing Drainage Facilities	8	EA	$ 500.00	$ 4,000.00	$ 750.00	$ 6,000.00	$ 250.00	$ 2,000.00
20	Broken Stone	490	CY	$ 90.00	$ 44,100.00	$ 85.00	$ 41,650.00	$ 40.00	$ 19,600.00
22C-2	Base Course Asphalt Concrete	199	TON	$ 300.00	$ 59,700.00	$ 200.00	$ 39,800.00	$ 175.00	$ 34,825.00
26	Concrete Curb	321	LF	$ 90.00	$ 28,890.00	$ 45.00	$ 14,445.00	$ 40.00	$ 12,840.00
27	Cement Concrete Sidewalk	565	SF	$ 25.00	$ 14,125.00	$ 12.00	$ 6,780.00	$ 15.00	$ 8,475.00
28	Cement Concrete Driveway Apron	80	SF	$ 32.00	$ 2,560.00	$ 20.00	$ 1,600.00	$ 17.00	$ 1,360.00
34-MH	Manhole Frameand Cover	3	EA	$ 1,200.00	$ 3,600.00	$ 700.00	$ 2,100.00	$ 492.00	$ 1,476.00
30DRAR	Rut Avoidance Asphalt Concrete Type 1A	144	TON	$ 300.00	$ 43,200.00	$ 200.00	$ 28,800.00	$ 175.00	$ 25,200.00
58RPC	Saw Cutting Existing Roadway Pavement & Concrete	2878	LF	$ 5.00	$ 14,390.00	$ 8.00	$ 23,024.00	$ 10.00	$ 28,780.00
61S	Relocation of Water Main Complete	240	LF	$ 600.00	$ 144,000.00	$ 285.00	$ 68,400.00	$ 290.00	$ 69,600.00
63*	Alter Sanitary Sewer House Service Connection	125	LF	$ 80.00	$ 10,000.00	$ 150.00	$ 18,750.00	$ 100.00	$ 12,500.00
102	Work Zone Reaffic Control - MP&T	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 20,000.00	$ 20,000.00
121	Drybound Base Course	3	CY	$ 150.00	$ 450.00	$ 300.00	$ 900.00	$ 150.00	$ 450.00
122	Test Holes	144	EA	$ 25.00	$ 3,600.00	$ 500.00	$ 72,000.00	$ 100.00	$ 14,400.00
120B	Reset Existing Stone Block Curb	2878	LF	$ 30.00	$ 86,340.00	$ 45.00	$ 129,510.00	$ 1.00	$ 2,878.00
158A	Geotextile Cloth	3220	SF	$ 1.00	$ 3,220.00	$ 10.00	$ 32,200.00	$ 1.00	$ 3,220.00
383	Grass Seed	256	SY	$ 1.00	$ 256.00	$ 18.00	$ 4,608.00	$ 10.00	$ 2,560.00
372C	Tree Removal C	1	EA	$ 4,000.00	$ 4,000.00	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00
372E	Tree Removal E	1	EA	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
373C	Stump Removal C	1	EA	$ 300.00	$ 300.00	$ 1,200.00	$ 1,200.00	$ 400.00	$ 400.00
373E	Stump Removal E	1	EA	$ 300.00	$ 300.00	$ 1,500.00	$ 1,500.00	$ 250.00	$ 250.00
604.501006	NYSDOT Type B-2	130	VF	$ 3,000.00	$ 390,000.00	$ 1,050.00	$ 136,500.00	$ 1,144.00	$ 148,720.00
655.0700	NYSDOT Frame, Grate, and Curb Box	18	EA	$ 3,600.00	$ 64,800.00	$ 2,500.00	$ 45,000.00	$ 2,614.00	$ 47,052.00
655.1202	NYSDOT Manhole Frame and Cover	3	EA	$ 1,400.00	$ 4,200.00	$ 800.00	$ 2,400.00	$ 492.00	$ 1,476.00
					$ 1,585,846.00		$ 1,221,759.00		$ 616,934.50

Item No.	Stasi General Unit Price	Stasi General Total Price	Roadwork Ahead Unit Price	Roadwork Ahead Total Price	Engineer's Estimate Unit Price	Engineer's Estimate Total Price	Adjusted Bid Quantities Quantity	Adjusted Bid Quantities Unit Price	Adjusted Bid Quantities Total Price
1	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 28,000.00	$ 28,000.00	1	$ 20,000.00	$ 20,000.00
2	$ 15.00	$ 5,385.00	$ 75.00	$ 26,925.00	$ 75.00	$ 26,925.00	359	$ 20.00	$ 7,180.00
3	$ 15.00	$ 32,310.00	$ 62.00	$ 133,548.00	$ 50.00	$ 107,700.00	2154	$ 1.00	$ 2,154.00
4B	$ 100.00	$ 300.00	$ 100.00	$ 300.00	$ 50.00	$ 150.00	30	$ 3,000.00	$ 108,000.00
7	$ 2.00	$ 2,264.00	$ 7.00	$ 7,924.00	$ 1.50	$ 1,698.00	1132	$ 0.50	$ 566.00
9	$ 50.00	$ 2,400.00	$ 100.00	$ 4,800.00	$ 80.00	$ 3,840.00	48	$ 25.00	$ 1,200.00
10A	$ 1.00	$ 8,112.00	$ 10.00	$ 81,120.00	$ 2.00	$ 16,224.00	8112	$ 1.00	$ 8,112.00
12P-12	$ 100.00	$ 900.00	$ 150.00	$ 1,350.00	$ 50.00	$ 450.00	9	$ 15.00	$ 135.00
12P-18	$ 85.00	$ 104,295.00	$ 135.00	$ 165,645.00	$ 60.00	$ 73,620.00	1227	$ 50.00	$ 61,350.00
13A-2x2	$ 1,200.00	$ 9,600.00	$ 1,200.00	$ 9,600.00	$ 500.00	$ 4,000.00	4	$ 659.00	$ 2,636.00
13A-TypeA-MOD	$ 1,500.00	$ 21,000.00	$ 1,200.00	$ 16,800.00	$ 1,000.00	$ 14,000.00	8	$ 1,326.00	$ 10,608.00
13A-Type C	$ 600.00	$ 2,400.00	$ 1,000.00	$ 4,000.00	$ 250.00	$ 1,000.00	14	$ 639.25	$ 8,949.50
13BP-4	$ 1,100.00	$ 16,500.00	$ 1,200.00	$ 18,000.00	$ 1,000.00	$ 15,000.00	15	$ 1,205.50	$ 18,082.50
14	$ 300.00	$ 2,400.00	$ 500.00	$ 4,000.00	$ 500.00	$ 4,000.00	8	$ 250.00	$ 2,000.00
20	$ 50.00	$ 24,500.00	$ 90.00	$ 44,100.00	$ 75.00	$ 36,750.00	490	$ 40.00	$ 19,600.00
22C-2	$ 110.00	$ 21,890.00	$ 200.00	$ 39,800.00	$ 150.00	$ 29,850.00	199	$ 175.00	$ 34,825.00
26	$ 40.00	$ 12,840.00	$ 37.00	$ 11,877.00	$ 45.00	$ 14,445.00	321	$ 40.00	$ 12,840.00
27	$ 12.00	$ 6,780.00	$ 13.00	$ 7,345.00	$ 10.00	$ 5,650.00	565	$ 15.00	$ 8,475.00
28	$ 15.00	$ 1,200.00	$ 16.00	$ 1,280.00	$ 15.00	$ 1,200.00	80	$ 17.00	$ 1,360.00
34-MH	$ 600.00	$ 1,800.00	$ 1,000.00	$ 3,000.00	$ 800.00	$ 2,400.00	3	$ 492.00	$ 1,476.00
30DRAR	$ 110.00	$ 15,840.00	$ 200.00	$ 28,800.00	$ 195.00	$ 28,080.00	144	$ 175.00	$ 25,200.00
58RPC	$ 1.00	$ 2,878.00	$ 4.00	$ 11,512.00	$ 5.00	$ 14,390.00	2878	$ 10.00	$ 28,780.00
61S	$ 300.00	$ 72,000.00	$ 525.00	$ 126,000.00	$ 200.00	$ 48,000.00	240	$ 290.00	$ 69,600.00
63*	$ 200.00	$ 25,000.00	$ 200.00	$ 25,000.00	$ 100.00	$ 12,500.00	125	$ 100.00	$ 12,500.00
102	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 34,704.00	$ 34,704.00	1	$ 20,000.00	$ 20,000.00
121	$ 40.00	$ 120.00	$ 69.00	$ 207.00	$ 75.00	$ 225.00	158	$ 150.00	$ 23,700.00
122	$ 10.00	$ 1,440.00	$ 100.00	$ 14,400.00	$ 600.00	$ 86,400.00	15	$ 100.00	$ 1,500.00
120B	$ 38.00	$ 109,364.00	$ 32.00	$ 92,096.00	$ 30.00	$ 86,340.00	65	$ 1.00	$ 65.00
158A	$ 1.00	$ 3,220.00	$ 3.00	$ 9,660.00	$ 0.50	$ 1,610.00	3220	$ 1.00	$ 3,220.00
383	$ 12.00	$ 3,072.00	$ 10.00	$ 2,560.00	$ 5.00	$ 1,280.00	256	$ 10.00	$ 2,560.00
372C	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00	1	$ 1,600.00	$ 1,600.00
372E	$ 800.00	$ 800.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	1	$ 1,000.00	$ 1,000.00
373C	$ 250.00	$ 250.00	$ 700.00	$ 700.00	$ 500.00	$ 500.00	1	$ 400.00	$ 400.00
373E	$ 250.00	$ 250.00	$ 700.00	$ 700.00	$ 500.00	$ 500.00	1	$ 250.00	$ 250.00
604.501006	$ 1,400.00	$ 182,000.00	$ 1,375.00	$ 178,750.00	$ 1,100.00	$ 143,000.00	130	$ 1,144.00	$ 148,720.00
655.0700	$ 3,000.00	$ 54,000.00	$ 2,000.00	$ 36,000.00	$ 1,400.00	$ 25,200.00	18	$ 2,614.00	$ 47,052.00
655.1202	$ 1,000.00	$ 3,000.00	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	3	$ 492.00	$ 1,476.00
		$ 700,910.00		$ 1,155,999.00		$ 874,381.00			$ 717,772.00

FOREST IRON WORKS, INC.

3 Elm Street, Locust Valley, NY 11560
516-671-4161
www.forestironworks.com
sales@forestironworks.com

ESTIMATE

DATE	ESTIMATE #
5/8/2026	6437

8I

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11542

Telephone #	516-369-5084

Rep	P.O. No.	
AJD	Michael Yeosock	Glen Street Alleyway ...

Qty	Description	Cost	Total
1	Provide Temporary structural reinforcement welding and repair for Glen Street staircase • Repair stringer channel hole by grinding & welding a 1/4" X 4" X 12" Patch plate • Remove existing leading edge plates from concrete • Fabricate (6) Diamond Plate stair treads 1/8" X 12 1/2" D X 60" W with a 2" bend for leading edge • Add to bottom of existing stair treads 1/8" X 1 1/2" X 1 1/2" angle iron reinforcement clips where needed • Hand dig around 5 1/2" support post to expose steel grind and weld (2) 1/4" X 4" x 4" X12" L Angle iron supports to straddle Pipe • Add Quick Rock to the areas of concrete that are cracked or need filling on mid landing area Attn: Michael Yeosock	5,880.00	5,880.00

Subtotal	$5,880.00
Sales Tax (8.625%)	$0.00
Total	$5,880.00

50% deposit due upon acceptance, 40% progress payment, and 10% balance due at installation. All work will be performed in a workman like manner clean of all debris and done during normal business hours. All measurements to be correct to within a margin of error of 1/8 inch. FIW is not responsible for code compliance on railings and gate designs that have been approved by customer. Also, we are not responsible for the locating of buried utility lines, sprinkler hoses, waterproof membranes etc. Buried lines in vicinity of work area should be clearly marked out prior to our arrival. All permits if needed must be supplied by customer. Certificate of Capital Improvement must be signed for all capital improvements. All credit card payments are subject to a 3% fee. Pricing contingent upon all work being performed simultaneously. All work performed at non-union, non-prevailing wages. Shop drawings not included. Quote valid for 15 days. 2% interest charge per mth added to past due accts.

SIGNATURE

SFY 2024-2025 LEGISLATIVE INITIATIVE FORM

8J

Legal Name, Address, and Telephone Number:

GLEN COVE SENIOR CENTER
130 GLEN STREET UNIT A
GLEN COVE, NY 11542
(516) 759-9610

Project Title:

SENIOR PROGRAMS AND SERVICES

Administering Organization:

CITY OF GLEN COVE

Amount of Legislative Initiatives Funded for SFY 2024-2025:

$30,000

Purpose of Project:

FUNDS WILL BE USED TO PROVIDE SOCIALIZATION PROGRAMS, ART PROGRAMS AND YOGA CLASSES IN AN EFFORT TO FOCUS ON KEEPING SENIORS HEALTHY AND ACTIVE IN THE COMMUNITY.

Project Director:

CHRISTINE RICE EXECUTIVE DIRECTOR
CRICE@GLENCOVENY.GOV

Requested By:

LAVINE

Name of Administering State Agency:

OFFICE FOR THE AGING

SFY 2025 - 2026 LEGISLATIVE INITIATIVE FORM

8K

Legal Name, Address, and Telephone Number:

GLEN COVE SENIOR CENTER
130 GLEN STREET
GLEN COVE, NY 11542
(516) 759-9610

Project Title:

GLEN COVE SENIOR CENTER

Funded Amount:

$50,000

Purpose of Project:

FUNDS TO BE USED FOR SERVICES AND EXPENSES OF GLEN COVE SENIOR CENTER.

Project Director:

CHRISTINE RICE, EXECUTIVE DIRECTOR

Name of Administering State Agency:

OFFICE FOR THE AGING

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

8L

JILL D. NEVIN
COMMISSIONER

BBIE PUGLIESE
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging
60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

5/14/26
Pamela Panzenbeck, Mayor
City of Glen Cove, City Hall, Senior Center
9 Glen Street
Glen Cove NY, 11542

Dear Honorable Panzenbeck,

We are pleased to inform you that we are amending your current contract in the sum of **$12,000** for your Title IIIB and Title IIIC-1 of the Older Americans Act programs, funding period of January 1, 2026 through December 31, 2026. Individual budgets must be developed for each program based on the following amounts.

Program	Additional Award Amount	Additional Income	Additional Number of Meals
Title IIIB	$0	$0	N/A
Title IIIC-1	$12,000	$0	0
TOTAL	**$12,000**	**$0**	**0**

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED

Thank you for your continued efforts to serve the older adults of Nassau County.

Sincerely,

Debbie Pugliese, Deputy Commissioner
Office for the Aging
Department of Human Services
60 Charles Lindbergh Boulevard
Uniondale, NY 11553-3687

AMENDMENT NO. 7

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHS20000008 between the County and the Contractor, executed on behalf of the County on April 9, 2020 as amended by Amendment No. 6 (Collectively, the "Original Agreement"), the Contractor performs certain services for the County in connection with services/ program which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services") and Attachment A; and

WHEREAS, the term of the Original Agreement as amended is from January 1, 2020 through December 31, 2026 (the "Original Term"); and

WHEREAS, the maximum amount that the County agrees to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Million Eight Hundred Twenty-Five Thousand Three Hundred Eighty-Eight and 00/100 Dollars ($2,825,388.00) (the "Maximum Amount"); and

WHEREAS, the parties are desirous of increasing the Maximum Amount of the Original Agreement by Twelve Thousand and 00/100 dollars ($12,000.00).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. The scope of services under this Amendment is to include the continuation and expansion of services as set forth in attachment A of the original agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twelve Thousand and 00/100 dollars ($12,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Eight Hundred Thirty-Seven Thousand Three Hundred Eighty-Eight and 00/100 Dollars ($2,837,388.00) (the "Amended Maximum Amount").

3. Payments. The additional funding authorized under this Amendment shall be payable in advance at the same percentage as provided under the Original Agreement, with the remaining balance paid on a reimbursement basis.

4. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the "Amended Budget").

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Glen Cove

By:____________________________________

Name:_________________________________

Title:__________________________________

Date:__________________________________

NASSAU COUNTY

By:____________________________________

Name:_________________________________

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date:__________________________________

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of ________________ in the year 20___ before me personally came ________________________ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _______________; that he or she is the ____________________ of ____________________________, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

____
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of ________________ in the year 20___ before me personally came ________________________ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _______________; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

____
NOTARY PUBLIC

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

JILL D. NEVIN
COMMISSIONER

DEBBIE PUGLIESE
DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging
60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

5/14/26
Pamela Panzenbeck, Mayor
City of Glen Cove, City Hall, Senior Center
9 Glen Street
Glen Cove NY, 11542

Dear Honorable Panzenbeck,

We are pleased to inform you that we are amending your current contract in the sum of **$12,000** for your Title IIIB and Title IIIC-1 of the Older Americans Act programs, funding period of January 1, 2026 through December 31, 2026. Individual budgets must be developed for each program based on the following amounts.

Program	Additional Award Amount	Additional Income	Additional Number of Meals
Title IIIB	$0	$0	N/A
Title IIIC-1	$12,000	$0	0
TOTAL	**$12,000**	**$0**	**0**

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED

Thank you for your continued efforts to serve the older adults of Nassau County.

Sincerely,

Debbie Pugliese, Deputy Commissioner
Office for the Aging
Department of Human Services
60 Charles Lindbergh Boulevard
Uniondale, NY 11553-3687

8U

LICENSE AGREEMENT

This Agreement (this "Agreement") made as of the 15th day of May, 2026, is by and between the NEVER ENUFF FISHING CORP. (the "Licensee"), a New York corporation, having an office at 124 Stonytown Road, Manhasset, New York 11030, and the City of Glen Cove (the "Licensor"), a municipal corporation of the State of New York having its principal offices at City Hall, 9 Glen Street, Glen Cove, New York 11542") (Licensee and Licensor are sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Licensee would like to provide recreational fishing charters to the public from the Glen Cove Ferry Terminal Dock; and

WHEREAS, Licensor is willing to issue Licensee a license to use the landing/boarding areas at the Ferry Terminal dock for the purpose of providing recreational fishing cruises to the public; and

WHEREAS, Licensor is the owner of the following facilities in Glen Cove, New York: landing/boarding areas designed to accommodate long ferries up to 110 feet each and bow loading (collectively, the "Landings"), and an adjacent parking lot with approximately 95 parking spaces (the "Parking Lot") located at 73 Garvies Point Road, Glen Cove, New York 11542, (the "Property"), and Licensee has requested permission to utilize the Landings and Parking Lot, constituting the "Licensed Premises", as more particularly set forth in herein, for recreational fishing cruises to and around Long Island Sound; and

WHEREAS, no ferry service is operating at the Licensed Premises and the use and occupancy of the Licensed Premises by Licensee, on the terms and conditions set forth herein and agreed to by Licensee, are temporary and will not, and shall not, materially interfere with any future proposed ferry service or use of the Licensed Premises by the public or by the agents, servants and/or employees of Licensor, and accordingly, Licensor is willing to make the Licensed Premises available to Licensee on a non-exclusive basis which shall be subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. Grant of Permit/License. Subject to all terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license (the "License") for Licensee to use the following premises (collectively, the "Licensed Premises") for the operation of its charter fishing business:

   a. the three landing/boarding areas of the Landings and the electric and water utilities located there. Licensee understands that the Licensor has contemplated a ferry service at this location, and if for any reason during the term of this License, the use of the landing/boarding areas are required in relation to the contemplated ferry service, the Licensor may revoke this License as provided for herein; and

b. the Parking Lot, providing for approximately 95 parking spaces, on a non-exclusive basis, on weekdays and weekends during the Term as defined below excepting the weekend of June 11-14, 2026;

c. access paths and/or walkways between the Parking Lot and the Landings, for access by Licensee's customers to and from the Landings, and on and across the boarding area to board and disembark from charters;

d. The Licensed Premises do not include the Ferry Terminal Building and any public walkways or other public use areas.

e. The vessels to be utilized for the fishing charter business are a 56-foot DMR, a 45-foot Chesapeake and a 61-foot Miami Yacht Corp.

2. Term. The term of this Agreement (the "Term") and the License granted herein shall commence on May 1, 2026, and shall terminate on November 30, 2026, and is subject to revocation by Licensor for any reason on thirty (30) days' notice. The Parties may decide to extend the License for an additional three (3) months subject to conditions and circumstances existing at the end of the Term.

3. Permitted Use; Purpose. The Licensed Premises shall be used by Licensee and its employees for the following purposes only: (i) with respect to the Parking Lot, a non-exclusive vehicle parking lot for the general customers and for Licensee and its employees involved in providing the services subject to this Agreement and (ii) with respect to the landing/boarding areas, as landing space for recreational fishing vessels at the dock.

4. License Fees. Licensee shall pay to Licensor, as full consideration for the Term of the License granted herein, the sum of $30,000 which sum shall be paid on or before May 1, 2026. In addition, Licensee shall pay for all electricity charges generated at the electrical supplies located on the Landings, including use thereof by the Licensor.

5. Indemnification.

a. Licensee agrees to, and hereby does, indemnify and hold harmless Licensor, its officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, damages, losses, costs, and expenses including, but not limited to, claims for personal injury and/or death, or damages (including damages to Licensor's property) ("Losses"), directly or indirectly resulting from, and/or arising in whole or in part out of, the acts, negligence or willful misconduct of Licensee in connection with the use of the Licensed Premises; provided, however that such indemnification shall not extend to any Losses arising out of, relating to, or in connection with the negligence or willful misconduct of Licensor or Licensor's ordinary upkeep and maintenance of the Property and its grounds and facilities.

b. Licensee, at Licensor's demand (with counsel selected by the Indemnified Parties), will promptly and diligently defend, at its own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Licensee is responsible under Paragraph 5(a) and, further to Licensee's indemnification obligations, Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. Notwithstanding the foregoing, Licensee shall not settle such claim or related action in a manner which imposes any obligation on Licensor without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

6. <u>Insurance</u>.

a. Licensee shall obtain and maintain throughout the Term, at its own expense: (i) one or more policies for commercial General Liability , which policy(ies) shall extend to the use and operation of the landing dock and parking lot and name "The City of Glen Cove" and "The Glen Cove Industrial Development Agency" as additional insureds and have a minimum single combined limit of liability of not less than one million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage. Coverage shall include pollution coverage in an amount of $1,000,000.; and (ii) workers compensation insurance as required by the State of New York. The foregoing insurance coverages may be provided by a combination of primary, excess, and umbrella policies.

b. Prior to, or contemporaneously with, the execution of this Agreement, Licensee shall provide copies of current certificates of insurance evidencing the insurance coverage required by this Agreement and naming the City of Glen Cove and the Glen Cove Industrial Development Agency as additional insureds and stating said insurance shall be on a primary and non-contributory basis with a waiver of subrogation.

7. <u>Terms and Conditions of use of the Licensed Premises;</u>

a. The Licensed Premises are being licensed to Licensee and Licensee is accepting the same in its "AS IS" condition as of the date of this Agreement, with no representations or warranties of any kind.

b. VESSEL DOCUMENTATION AND LICENSURE: Licensee agrees to maintain all registration and documentation for the vessels as required by the laws of the State of New York. Licensee shall provide a copy of the current registration for the vessels and any applicable trailers or vehicles at the request of the Licensor. Licensee agrees to maintain all licenses, permits and registrations necessary for the operation of the commercial enterprise as required by New York law. Licensee shall provide a copy of any current licenses, permits or registrations at the request of the Licensor.

c. CONDITION OF VESSEL: Licensee warrants that the vessels are seaworthy and will be maintained in a clean, sanitary and fully operational condition at all times and regularly repaired and maintained. The vessels shall be able to get underway under their own power with their crews, and shall not create a fire hazard, eyesore or sinking hazard. Licensee shall keep the vessels properly moored and dry at all times.

d. CONDITION OF LANDINGS: Licensee accepts the condition of the Landings "as is" and Licensee acknowledges that the Licensor makes no express or implied warranties as to the condition of the Landings, the water, the depth of the water, the common areas or any utilities, fences, locks, or other aspect of the Licensed Premises. Licensee agrees to utilize the Premises at its own risk.

e. HAZARDOUS MATERIALS: Licensee covenants and agrees to comply with all applicable environmental and all other federal, state and local government statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Licensee agrees and does hereby fully indemnify and shall hold Licensor harmless from any loss, damage or expense, including reasonable attorneys' fees and costs of any legal actions which Licensor may incur or suffer by reason of any claim or liability arising from Licensee's noncompliance with applicable environmental laws and the terms of this paragraph. Licensee specifically covenants and agrees that no hazardous substances, hazardous wastes or waste byproducts, pollutants or contaminants, shall be dumped in any trash receptacle or otherwise, in, on or about the Licensed Premises, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

f. SEVERE WEATHER AND OTHER EMERGENCIES: Licensor expects Licensee to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Licensee warrants such arrangements have or will be made. Licensee may not assume that Licensor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Licensor, in its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Licensor deems appropriate at Licensee's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Licensee agrees to reimburse Licensor for any and all costs it incurs on Licensee's behalf in emergency situations.

g. Licensee shall, at Licensee's expense and subject to Licensor's reasonable approval, be permitted to erect and maintain directional or instructional signage on the Licensed Premises during the Term, including by way of example, signs advising Licensee's customers of the location and destination of pleasure cruises, subject to applicable law.

h. No construction, reconstruction or other alterations or improvements shall be performed by Licensee with respect to the Licensed Premises without the prior written consent of Licensor. Licensee may place at one landing/boarding area, a temporary portable shed to house an ice machine. Licensee shall not place any other fixtures along the landing/boarding areas without Licensor's consent. Licensee shall keep the landing/boarding areas neat and clean and free from obstructions.

i. Licensee will surrender and give up the Licensed Premises to Licensor at the expiration of the Term in a condition equal to that at the beginning of its use under this Agreement, ordinary wear and tear excepted.

j. Licensee agrees that there shall be no refueling on site at Licensed Premises. All re-fueling and repair work must take place off site of the Licensed Premises.

k. Licensee acknowledges that the Licensor makes no representations regarding the adequacy of water/depth for ingress/egress. The Licensee agrees not to hold the Licensor responsible for any damage resulting from low water levels.

l. Licensee agrees there shall be no discharge of human (or other) waste, including the pumping of heads and holding tanks into the water at or near the Licensed Premises. Licensee agrees to obtain the services of a pump out service at the dock or via the DEP pump out boat.

m. Licensee agrees that it will not engage in any in-water bottom cleaning at the dockage space or at the Terminal and, furthermore, understands that environmental regulations prohibit such cleaning.

n. The Licensee shall be subject to all rules, regulations and ordinance of the City of Glen Cove which are in effect or may be promulgated hereafter.

8. Compliance with Legal Requirements. Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the use of the Licensed Premises by Licensee during the Term, including but not limited to 33 CFR 105.205, subchapter H (Maritime Security), and the Licensee shall be responsible for preparing a "Facility Security Plan" and implementing said plan, shall be at its own expense.

9. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior and contemporaneous oral or written agreements

and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.

10. Notices. Except as otherwise expressly provided, all notices, demands, requests, submissions or other communications which are required to be served under this Agreement shall be in writing and shall be deemed to have been properly served when mailed by first class mail, postage prepaid, facsimile, overnight hand delivery or other courier service addressed: (i) in the case of Licensee, to Never Enuff Fishing Corp., 124 Stonytown Road, Manhasset, New York 11030, and (ii) in the case of Licensor, to Glen Cove City Hall, 9 Glen Street, City of Glen Cove, New York 11542, Attn: Tip Henderson, Esq., City Attorney, with a copy to Phillips Lytle LLP, 1205 Franklin Avenue, Garden City, New York 11530, Attn: Milan K. Tyler, Esq.

11. Headings. All headings and titles in this Agreement are for purposes of identification and convenience only and shall not affect any construction or interpretation of this Agreement.

12. Governing Law. This Agreement and any issues arising hereunder will be governed by the substantive laws of the State of New York, without regard to conflict of law principles.

13. Jurisdiction. For the purposes of any suit, action or proceeding involving this Agreement, the Parties hereto expressly submit to the jurisdiction of all state courts sitting in Nassau County, State of New York, and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the Parties hereto agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any of the Parties. In furtherance of such agreement, each Party hereto agrees upon the request of any other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding brought in any other jurisdiction.

14. Venue. Each of the Parties irrevocably agrees that any suit, action or proceeding under this Agreement shall be brought in Nassau County Supreme Court, State of New York and waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any state court sitting in Nassau County, State of New York and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum .

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

16. Early Termination Right for Licensor. Licensor shall have the right to terminate this contract on not less than 30 days' prior written notice to the Licensee. If Licensor elects to exercise such early termination right, the Licensee shall be

entitled to receive an equitable refund on a prorated basis of any license fees paid hereunder for the period following such termination.

17. Access to and from the Licensed Premises. Notwithstanding anything to the contrary contained in this Agreement, the rights granted by Licensor to Licensee hereunder shall include a license to use pathways, roadways, drive isles, driveways, walkways, sidewalks or other means of passing over, across and through the remaining portions of the Licensed Property to the extent reasonably necessary for purposes of ingress and egress to and from public streets to the Licensed Premises. Furthermore, Licensor shall retain the right of ingress, egress and access to the Licensed Property, provided same does not unreasonably interfere with Licensee's operations.

Agreed to:

NEVER ENUFF FISHING CORP.

Licensee

By: ____________________
Name: Nicholas Marchetti
Title: President
Date: 5-15, 2026

City of Glen Cove

Licensor

By: ____________________
Name: Pamela D. Panzenbeck
Title: Mayor
Date: 5/15, 2026

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Island Wide Marine Insurance Agency, Inc.
555 West Granda Blvd., Suite G-2
Ormond Beach, FL 32174

CONTACT NAME: Elizabeth Mahlstedt
PHONE (A/C, No, Ext): 386-492-3146 FAX (A/C, No): 386-872-3139
E-MAIL ADDRESS: liz@marineinsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Stratford Insurance Company	40436
INSURER B: Water Quality Insurance Company (WQIS)	524210
INSURER C: Swiss Re Corporate Solutions America Ins Corp	29874
INSURER D: StarStone National Insurance Company	25496
INSURER E:	
INSURER F:	

INSURED
Never Enuff Fishing Fleet, LLC & Never Enuff Fishing Corp.
61-40 Fresh Meadow Lane
Fresh Meadows, NY 11365

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY: COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; [X] OCCUR; [X] MGL; [X] Wharf & Waterfront Prop. LRO; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY; PRO-JECT; LOC	X	X	MMP-1854453	04/13/2026	04/13/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY: ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	UMBRELLA LIAB; [X] OCCUR; [X] EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $	X	X	MAR01167298-00	04/13/2026	04/13/2027	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Protection & Indemnity (P&I) w/ Jones Act Crew Coverage	X	X	VCF2013317	03/24/2026	03/24/2027	$1Mil per occurrence/unlimited Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vessel(s): "NEVER ENUFF PATRIOT" (61' Miami Yacht Corp.) & "NEVER ENUFF III" (56' DMR)

The Certificate Holder is included as Additional Insured on the above marine policies. Coverage is Primary and Non-Contributory to any other insurances held by the Certificate Holder with a Waiver of Subrogation in favor of the Certificate Holder.

(B) Pollution coverage placed with WQIS for herein-named vessels: $1,076,000 per occurrence limit/unlimited Agg. (comprehensive coverage policy). Coverage D is Excess over MGL coverage. Jones Act Crew Coverage is included in lieu of Workers Comp as all employees are marine employees & not subject to W.C.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth Mahlstedt

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

BUDGET AMENDME

8V

Department: **Senior Center**

BUDGET YEAR 2026

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43802	Nassau County Title IIIC-1 Nutrition	$12,000.00	
A7030-52220	Equipment		$7,250.00
A7030-54324	General Supplies		$4,750.00
A7035-43580	State Aid	$6,190.00	
A7035-55438	Contractual Services		$2,890.00
A7035-54324	General Supplies		$3,300.00

Reason for Amendment:

To accept additional funding from Nassau County Title IIIC for Equipment and Supplies.

To accept additional funding from NYSOFA for Contractual Services, and Programming Supplies.

Department Head Signature: Christine Rice **Date:** 5.15.26

City Controller Approval: **Date:** 5/19/26

City Council Approval–Resolution Number: ____________ **Date:** ____________

8Y

CONTRACTUAL EMPLOYMENT AGREEMENT

BETWEEN

THE CITY OF GLEN COVE

AND

THE CHIEF OF POLICE

GLEN COVE POLICE DEPARTMENT

JANUARY 1, 2026 THROUGH DECEMBER 31, 2030

THIS CONTRACTUAL EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of May 26, 2026 by and between the City of Glen Cove, a municipal corporation of the State of New York (hereinafter referred to as the "City"), and Christopher W. Ortiz (hereinafter referred to as "Chief of Police" or "Chief").

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the employment conditions of the Chief of Police as enumerated by state law and the charter and ordinance of the City of Glen Cove.

2. **Duties.** The City hereby agrees to employ Christopher W. Ortiz as the Chief of Police to perform and carry out the duties and functions of the Chief of Police for the City as specified in the City's Charter, ordinances, rules, and regulations and to perform such other legally permissible and proper duties and functions as the Mayor shall from time-to-time assign. The Chief of Police agrees that he will at all times loyally and conscientiously perform all duties and obligations required of him either expressly or implicitly by City ordinance and the terms of this Agreement. The Chief of Police shall be subject to the control and direction of the Mayor.

3. **Term of Contract.** The term of this contract shall extend for a period of five (5) years commencing on January 1, 2026, and terminating on December 31, 2030.

4. **Benefits.** The Chief of Police shall receive all the following rights and benefits afforded to members of the PBA in accordance with the Collective Bargaining Agreement presently in effect between the CITY OF GLEN COVE and the GLEN COVE CITY POLICE BENEVOLENT ASSOCIATION (hereinafter referred to as the "CBA"), which are otherwise not set forth in this Agreement: Child care leave, line of duty, optical/vision insurance, death benefit in accordance with Section 209-b and 208-c of the General Municipal Law, guaranteed ordinary death benefit in accordance with Section 360-b of the Retirement and Social Security Law, protection in any suit or litigation in Federal Court, funeral expenses in case of a line of or performance of duty death, no liability for damage to police equipment unless damage is as a result of an intentional act or gross negligence, bereavement leave, firearms training, City Line of Duty Disability Pension, compensation for loss or damage of personal items while conducting Police business, Deferred Compensation Plan, and indemnification.

5. **Salary and Raises.**

    Effective January 1, 2026, through December 31, 2026, salary shall be $288,000.00 per annum, exclusive of longevity pay.

Effective January 1, 2027, through December 31, 2027, salary shall be $296,640.00 per annum, exclusive of longevity pay.

Effective January 1, 2028, through December 31, 2028, salary shall be $306,280.80 per annum, exclusive of longevity pay.

Effective January 1, 2029, through December 31, 2029, salary shall be $317,000.63 per annum, exclusive of longevity pay.

The salary increase effective January 1, 2030, shall be determined in the future after the execution of this Agreement. The salary increase shall be no less than the percentage-based general wage increase negotiated for January 1, 2030, in the PBA Collective Bargaining Agreement.

6. **Longevity and Night Differential.** The Chief of Police shall be paid Longevity and Night Differential in the amount provided and defined by the applicable CBA based upon actual years of service and work schedule, and night differential will be paid at a rate of 6.5% of the base salary of a top step Police Officer.

7. **Holidays.** The Chief of Police shall be paid for holidays in the amount provided and defined by the applicable CBA.

8. **Overtime.** The Chief of Police shall not be entitled to monetary compensation for overtime worked. The Chief shall be allowed to accumulate up to 480 hours of compensatory time, which may be carried over to the following year. The maximum amount of compensatory time the Chief may accumulate and receive payment for as part of his regular salary and wage entitlement shall not exceed 480 hours and this amount of time may be carried over until retirement or in his last three (3) years of service be allowed to use eighty (80) hours compensation time per year towards his pension. Any compensatory time accumulated in excess of stated hours which is not used prior to April 1st of the following year, shall be deducted from the Chief's salary and wage entitlement and no compensation shall be considered as earned or due for said excess time

9. **Equipment Allowance.** The Chief of Police shall receive the equipment allowance as provided and defined by the applicable CBA.

10. **Work Hours and Schedule.** The Chief of Police shall maintain regular office hours at the Police Department and work an Administrative Chart consisting of 1,856 hours per year as provided and defined by the applicable CBA. It shall be permissible for the Chief of Police to have flexibility in scheduling work hours and days to provide for his appearance during nights, weekends, or whenever his presence is necessary.

11. **Vacation, Sick and Other Time Off.** The Chief of Police shall accrue all Vacation Time, Personal Time and Sick Time in accordance with the schedules provided and defined by the applicable CBA.

12. **Vehicle.** The Chief of Police shall be issued an unmarked police car for work and reasonable personal use in the tri-state area. As the Chief of Police is considered to be on duty at all times, and to facilitate the immediate response to emergent situations within the City, the Chief shall utilize his/her assigned vehicle whenever possible for any and all travel, whether business or personal in nature. The use of the vehicle will be guided by Department Rules and Regulations, specifically Administrative Police #9: Departmental Vehicle Use and Operation.

13. **Healthcare.** The Chief of Police shall be provided with health, hospitalization, and dental insurance as provided and defined by the applicable CBA, with no employee contribution during his employment and through retirement. In the event of the Chief's death, these benefits will extend to the Chief's eligible spouse and dependents.

14. **Termination Benefits.** The Chief of Police shall, during the period of employment outside of the PBA, continue to accrue benefits for accumulated terminal leave as provided and defined by the applicable CBA. The value of such benefits shall be based on the rate of pay in effect at the time of retirement.

15. **Professional Development.** The City shall pay the professional dues, subscriptions, and travel and subsistence expenses of the Chief for professional participation and travel, meetings, and occasions adequate to continue his professional development. Said participation shall include, but not be limited to, attendance at the annual conferences, which said participation is beneficial to Employer, as well as associated courses, institutes, and seminars. Examples include, but are not limited to, The International Association of Chiefs of Police, The Nassau County Municipal Chiefs of Police, New York State Association of Chiefs of Police, FBI LEEDS, FBI NAA, Police Executive Research Forum, and American Society of Evidence Based Policing.

16. **Contract Continuation.** In the event a successor agreement has not been negotiated by December 31, 2030 this Agreement shall remain in effect during the Chief's continued employment with the City as Chief of Police.

Christopher W. Ortiz
Chief of Police

Pamela D. Panzenbeck
Mayor

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
Est. 1959

82

May 20, 2026

Michael M. Yeosock, P.E.
Director of the Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: **Proposal for Professional Architectural / Engineering Services**
"City of Glen Cove - Fire Department Headquarters Monopole"
10 Glen Cove Avenue, Glen Cove, New York 1111542

Dear Mr. Yeosock:

Pursuant to your request and our recent discussion with Rocco Graziosi, Project Manager, Cashin Associates, P.C. (CA) is pleased to submit our fee proposal to provide the necessary Professional Architectural/Engineering Services for the design review of documents for the installation of a new 175' AGL Monopole structure and related work. CA's proposal also includes Bid and Construction Phase Services.

This proposal addresses the Professional Architectural/Engineering Services required to review design / bid documents prepared by Michael Plahovinsak, PE, dated April 29, 2025, as included in the City of Glen Cove Bid Package. The review will confirm the design and bid package meets the current 2025 Building Code of NYS, NYSDEC, and the City of Glen Cove requirements.

CA will also provide Bid Phase and Construction Administration (Inspection) Phase Services, including attending a pre-construction meeting, shop drawing review, payment application review, periodic (part-time) site inspections, attending site meetings as needed, final testing and project closeout for the referenced project.

CA tasks for the various elements of this project are as follows:

A.	Design / Bid Package Review:	$	5,400.00
B.	Bid Phase Services:	$	1,800.00
C.	*Construction Administration Services: (Attend meetings, review shop drawing submittals) review payment applications).	$	3,600.00
D.	*Construction Phase Services: (Inspection - part time)	$	6,600.00

E. Project Closeout;
Punch List, including review of as-built documents:$ 1,800.00

Total Fee: $ 19,200.00

** Project Field Inspection time assumes part time inspection (36 hours, approx.) during the construction period (Monday-Friday) during normal business hours (8am-4pm). Construction / inspection period estimated at six (6) weeks. Additional Professional Services including inspection time will be invoiced at the labor rates listed in the current CA contract with the City.*

All Applications and Permit Fees, including filing with the NYSDEC, if required, shall be prepared and filed by the City of Glen Cove. All fees to be paid directly by the City of Glen Cove.

Payment Schedule: CA will invoice monthly, on a percent complete basis.

Additional services for this project, if needed and authorized by the City of Glen Cove will be invoiced at the labor rates listed in the current CA contract with the City.

CA appreciates the opportunity to submit a proposal for this project. We are prepared to begin working immediately upon your authorization to proceed.

Your signature below provides authorization to CA to proceed immediately with the initial phases of our services up through the full authorization of the project.

If you have any questions or require any additional information, please feel free to contact me.

Very truly yours,
CASHIN ASSOCIATES, P.C.

Joseph Iannucci, AIA, CEO, LEED AP
Senior Vice President

Approved by:

City of Glen Cove Date

Cc; Rocco Graziosi, Project Manager, DPW- COGC

2026-052 C:\Users\jiannucci\Cashin Associates, P.C\Proposals - A-G\Deer Park Fire Department\2023-xx2 - Fueling Station Rehab\2023-000 DPFD Fueling Station Rehab.doc

TRADITIONAL
AIR CONDITIONING SYSTEMS & SERVICE
32 E. CARL ST., HICKSVILLE, NEW YORK 11801
PHONE (516) 932-2020 FAX (516) 932-2216

8AA

Proposal

Reference City of Glen Cove HVAC Services Contract #2024-019

May 21, 2026
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
Att: Vinny Martinez

Re: The Marker Restaurant at Glen Cove Golf Course

Scope of Work: Relocate (1) 5 Ton Condenser from Ground Level to Roof

- Evacuate or pump down refrigerant from (1) A/C Split System
- Disconnect and safe off line and low voltage wiring from condensing unit
- Disconnect refrigerant piping at condenser and cap existing piping
- Rig existing condenser to roof on new slope condenser bracket above indoor air handler
- Run refrigerant piping and low voltage electrical from air handler to new location on roof
- Roof in pitch pocket on roof
- Pressure test new piping and pull vacuum
- Open condenser valves, charge system as necessary
- Start and test AC for proper operation

Total Price: $7,900.00

EXCLUDED:
ANY LABOR / MATERIAL NOT DIRECTLY RELATED TO THE ABOVE MENTIONED SCOPE OF WORK. THIS INCLUDES ANY OF THE FOLLOWING: ROOFING, SIDING, ASBESTOS, FIRE ALARMS, BMS/CONTROL WORK, LINE VOLTAGE ELECTRICAL, OVERTIME, EXISTING HVAC BUILDING ISSUES.
QUOTE GOOD FOR 30 DAYS
WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS MON - FRI 7A - 3P

Thank you for the opportunity to offer our services to the City of Glen Cove.