

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

**LOCAL LAW 03 - 2017**  
**A LOCAL LAW AMENDING SECTIONS 87-31 (A) OF THE**  
**GLEN COVE CITY CODE REGARDING THE IMPOSITION OF FEES FOR**  
**THE REDEMPTION OF DOGS**

**Section 1: Legislative Intent and Purpose.**

To amend sections of the Glen Cove City Code as it relates to the imposition of fees for dogs that have impounded. The City Council has done a comprehensive review of the fees charged for the redemption of dogs. The City Council believes that after comprehensive review, Section 87-31 (A) should be amended to reflect an increase fees charged by the City of Glen Cove therein.

**Section 2: Authority.**

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

**Section 3: Legislation:**

**BE IT ENACTED** as follows:

The City Council hereby makes the following amendments to the Glen Cove City Code Section 87-31 (A) :

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

(1) For the first impoundment of any dog owned by a person, \$30.00 ~~\$15~~ for the first 24 hours or part thereof of such impoundment and \$20.00 ~~\$5~~ for each additional 24 hours or part thereof and/or such other fees that may be imposed by any incorporated humane society or similar incorporated dog protective association under contract with the City to assist in the enforcement of this article.

(2) For the second impoundment within 12 months of the first impoundment of any dog owned by that person, \$50.00 ~~\$30~~ for the first 24 hours or part thereof of such impoundment and \$20.00 ~~\$5~~ for each additional 24 hours or part thereof and/or such other fees that may be imposed by any incorporated humane society or similar incorporated dog protective association under contract with the City to assist in the enforcement of this article.

(3) For the third impoundment within 12 months of the first impoundment of any dog owned by that person, \$70.00 ~~\$45~~ for the first 24 hours or part thereof of such impoundment and \$20.00 ~~\$5~~ for each additional 24 hours or part thereof and/or such

other fees that may be imposed by any incorporated humane society or similar incorporated dog protective association under contract with the City to assist in the enforcement of this article-

(4)For the fourth and any subsequent impoundments within 12 months of the first impoundment of any dog owned by that person, **\$80.00** ~~\$60~~ for the first 24 hours or part thereof of such impoundment and **\$20.00** ~~\$5~~ for each additional 24 hours or part thereof and/or such other fees that may be imposed by any incorporated humane society or similar incorporated dog protective association under contract with the City to assist in the enforcement of this article

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

Resolution 6B

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

**BE IT RESOLVED**, that the Glen Cove Fee Schedule is hereby amended, as indicated:

**Chapter 87 Animals**

	<b><u>Current Fee</u></b>	<b><u>Proposed Fee</u></b>
Court remanded animals	\$10.00 per day plus fees	\$50.00 per day plus impoundment fees
After shelter hours calls	\$30.00	\$50.00
Surrendered canines	\$40.00	\$50.00
Surrendered felines	\$20.00	\$30.00
Non-Resident		\$20.00

Ordinance 6C

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

**BE IT ORDAINED**, that the City Council hereby amends Sec. 168-7 (C) (Word usage; abbreviations; definitions), of the Code of Ordinances, as indicated:

**Add:**

*To be inserted in alphabetical order:*

**CONTAINER**

*Any trash receptacle larger than a standard trash can which shall be stationed on any property for the purpose of depositing refuse; also known as a 'dumpster'. 'Container' shall also include such a receptacle used for the temporary storage of items, such as a POD.*

Ordinance 6D

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

**BE IT ORDAINED**, that the City Council hereby amends Sec. 168-43 (Open areas) of the Code of Ordinances, as indicated:

**Add:**

H. No container shall be stored on private property in excess of thirty (30) days in any twelve (12) month period unless the property owner is engaged in construction on the premises pursuant to an open and valid building permit.

Resolution 6E

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

**BE IT RESOLVED**, that the City Council hereby authorizes the City, as Landlord, to enter into a lease agreement with the Glen Cove Public Library, as Tenant, for use of 4 Glen Cove Avenue, to be used and occupied for the purpose as a Public Library.

Resolution 6F

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

(See Attached)

Resolution 6G

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

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Thomas Joyce	GC 17-2574	\$3,404.52
Juan Figueroa	GC 17-2581	\$1,103.91
Kyra Sposato	GC 17-2580	\$449.71

Resolution 6H

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

**BE IT RESOLVED**, that the City Council hereby waive the requirements to resubmit any request to erect political signs every thirty days, prior to Election Day, November 7, 2017.

Resolution 6I

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Democratic Committee to erect temporary political signs at the following locations, August 26, 2017 through November 10, 2017:

220 Glen Cove Avenue  
155 School Street  
148 Forest Avenue  
15A Elm Avenue  
1 Dosoris Lane  
1 Roosevelt Street  
2 Alexander Place  
Staples Front and Back  
236 Glen Cove Avenue  
136 Highland Road  
38 Mill Hill Road  
32 Cottage Row



Resolution 6J

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

**BE IT RESOLVED**, that the City Council hereby authorizes Friends of Delia to erect temporary political signs at the following locations, August 26, 2017 through November 10, 2017:

220 Glen Cove Avenue  
155 School Street  
148 Forest Avenue  
15A Elm Avenue  
1 Dosoris Lane  
1 Roosevelt Street  
2 Alexander Place  
Staples Front and Back  
236 Glen Cove Avenue  
136 Highland Road  
38 Mill Hill Road  
32 Cottage Row

Resolution 6K

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Republican Committee to erect temporary political signs at the following locations, August 26, 2017 through November 10, 2017:

5 & 7 Cedar Swamp Rd.  
111 Sea Cliff Ave.  
100 Walnut Rd.  
37 Town Path.  
13 Cedar Swamp Rd.  
62 Dosoris Lane  
146 Sea Cliff Ave.  
6 Frost Pond Rd.  
47 Southridge Dr.  
36 Pearsall Ave.  
15 Cedar Swamp Rd.

100 Elm Ave.  
3 Daugherty St.  
59 Sea Cliff Ave.  
9 Walnut Rd.

Resolution 6L

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

**BE IT RESOLVED**, that the City Council hereby authorizes Zefy Christopoulos to erect temporary political signs at the following locations, August 26, 2017 through November 10, 2017:

5 & 7 Cedar Swamp Rd.  
111 Sea Cliff Ave.  
100 Walnut Rd.  
37 Town Path.  
13 Cedar Swamp Rd.  
62 Dosoris Lane  
146 Sea Cliff Ave.  
6 Frost Pond Rd.  
47 Southridge Dr.  
36 Pearsall Ave.  
15 Cedar Swamp Rd.  
100 Elm Ave.  
3 Daugherty St.  
59 Sea Cliff Ave.  
9 Walnut Rd.

Resolution 6M

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

**BE IT RESOLVED**, that the City Council hereby authorizes Friends of Marsha Silverman to erect temporary political signs at the following locations, August 26, 2017 through November 10, 2017:

70 Forest Avenue  
17 Albin Street  
32 Cottage Row  
117 Shore Road  
90 Walnut Road  
77 Cedar Swamp Road

Resolution 6N

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

**BE IT RESOLVED**, that the City Council hereby authorizes Nicholas Pedone Foundation to erect signs August 27, 2017 through September 11, 2017, at the following locations, to advertise annual “Nicholas Pedone 5K Walk”:

Entrance into Glen Cove – Glen Cove Road  
Pratt Park  
Police Department

Resolution 6O

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

**BE IT RESOLVED**, that the City Council hereby authorizes North Country Reform Temple to erect lawn signs July 23, 2017 through August 7, 2017, to advertise annual “Yard Sale”.

Resolution 7A

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

**BE IT RESOLVED**, that the City Council hereby appoints Victor D. Ayala as full time Laborer with Department of Public Works, \$41,010 (Grade 7, Step 0), effective August 1, 2017.

Funding: A5110-51101

Resolution 7B-1

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

**BE IT RESOLVED**, that the City Council hereby amends Resolution 7E-1, dated June 27, 2017, amending the following as indicated:

<u>Name</u>	<u>Amended Salary</u>	<u>Amended Effective Date</u>
Stavros Lampea		6/17/17
Camilo Perdomo	\$14.50 per hour	
William O'Bayley	\$14.50 per hour	
Gary Conway	\$16.50 per hour	
Ronald Albano	\$15.50 per hour	
Andrew LaRosa	\$16.00 per hour	
Damon Garner	\$13.50 per hour	
Justin Zapata	\$7.75 per hour	

Resolution 7B-2

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

**BE IT RESOLVED**, that the City Council hereby amends Resolution 7F, dated May 23, 2017, amending the hourly salary of Marissa Berka to be \$13.50 per hour.

Resolution B-3

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

**BE IT RESOLVED**, that the City Council hereby appoint the following persons to Parks and Recreation, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Lauren Dwyer	Lifeguard	\$13.50 per hour	6/24/17 – 10/1/17
Jack Valentine	Lifeguard	\$12.00 per hour	6/24/17 – 10/1/17
Samantha Filippone	Park Attendant	\$8.50 per hour	7/10/17 – 9/4/17
Jamie Johnson	Park Attendant	\$8.50 per hour	7/10/17 – 9/4/17

Stephanie Gobbo	EMT	\$10.00 per hour	7/5/17 – 8/11/17
Jacqueline Klein	EMT	\$10.00 per hour	7/5/17 – 8/11/17
Nicholas Pappachristou	Recreation Leader	\$11.00 per hour	7/11/17 – 8/31/17

Funding: CR 7140-51120

Resolution 7C

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

**BE IT RESOLVED**, that the City Council hereby appoint Thomas Klimaszewski as Laborer, with the Youth Bureau, \$7.00 per hour, effective July 11, 2017 through September 30, 2017.

Funding: A7050-51120

Resolution 7D

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

**BE IT RESOLVED**, that the City Council hereby appoint Vincent Purcell, as substitute Bus Driver, with Senior Center, \$17.00 per hour, effective August 7, 2017

Funding: A6772-51120

Resolution 7E

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

**BE IT RESOLVED**, that the City Council hereby appoints Damien J. O'Donnell as part-time Emergency Medical Technician (Basic), with Emergency Medical Services, \$17.50 per hour, effective July 26, 2017.

Funding: A4540-51120



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

## BUDGET TRANSFER FORM

GCF-1 (7/08)

### BUDGET YEAR 2017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A6772-54310	Food (SC-Nutrition-Food)		5,875
A7030-55420	Repairs & Maintenance (SC-Recreation-R&M)	5,875	

**Reason for Transfer:** To fund unanticipated expenses on Repairs and Maintenance line

Department Head Signature: \_\_\_\_\_

*Cara Waldman*

Date: 06/30/2017

City Controller Approval: \_\_\_\_\_

*Sandra Oliver*

Date: 7-7-17

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

Date: \_\_\_\_\_





# This Lease

made the

day of

between

City of Glen Cove residing at 13 Glen Street, Glen Cove, New York 11542

hereinafter referred to as LANDLORD, and

Glen Cove Public Library residing at 4 Glen Cove Ave, Glen Cove, New York 11542

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord

in the building known as 4 Glen Cove Ave, Glen Cove, New York

to be used and occupied by the Tenant For the purpose as a Public Library

and for no other purpose, for a term to commence on See Annexed Rider and to end

on See Annexed Rider unless sooner terminated as hereinafter provided, at the ANNUAL RENT of

See Annexed Rider

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term, except the first instalment, which shall be paid upon the execution hereof.

## TIE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.--That the Tenant will pay the rent as above provided.

REPAIRS SECOND.--That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgements arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

MOVING INJURY SURRENDER THIRD. -- That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

## IT IS MUTUALLY COVENANTED AND AGREED, THAT

FIRE CLAUSE FOURTH. -- If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph twelve hereof provided and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

EMINENT DOMAIN FIFTH. -- the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

LEASE NOT IN EFFECT SIXTH. -- If before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvent act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director. This lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

TEN DAY NOTICE



RE-POSSESSION  
BY LANDLORD

RE-LETTING

WAIVER  
BY TENANT

REMEDIES ARE  
CUMULATIVE

LANDLORD  
MAY  
PERFORM

ADDITIONAL  
RENT

AS TO  
WAIVERS

COLLECTION  
OF RENT  
FROM OTHERS

MORTGAGES

IMPROVEMENTS

NOTICES

NO LIABILITY

NO  
ABATEMENT

RULES, ETC.

SHORING OF  
WALLS

VAULT SPACE

ENTRY

NO REPRE-  
SENTATIONS

ATTORNEY'S  
FEES

POSSESSION

If the Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days period, the Landlord may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements, in any such case or in the event that this lease be terminated before the commencement of the term, as above provided, the Landlord may either re-let the demised premises or any part or parts thereof for the Landlord's own account, or may, at the Landlord's option, re-let the demised premises or any part or parts thereof as the agent of the Tenant, and receive the rents therefor, applying the same first to the payment of such expenses as the Landlord may have incurred, and then to the fulfillment of the covenants of the Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to the Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision Sixth, provided, or terminate by summary proceedings or otherwise, and if the Landlord shall not re-let the demised premises for the Landlord's own account, then, whether or not the premises be re-let, the Tenant shall remain liable for, and the Tenant hereby agrees to pay to the Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Tenant to the Landlord on the several rent days above specified, that is, upon each of such rent days the Tenant shall pay to the Landlord the amount of deficiency then existing. The Tenant hereby expressly waives any and all right of redemption in case the Tenant shall be dispossessed by judgment or warrant of any court or judge, and the Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by the Landlord against the Tenant in respect to the demised premises. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

In the event of a breach or threatened breach by the Tenant of any of the covenants or provisions hereof, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

**SEVENTH.**--If the Tenant shall make default in the performance of any covenant herein contained, the Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of the Tenant. If a notice of mechanics' lien be filed against the demised premises or against premises of which the demised premises are part, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to or for the Tenant at the demised premises, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen days after the filing of such notice, the Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by the Landlord in this subdivision of this lease provided, and any amount as to which the Tenant shall at any time be in default for or in respect to the use of water, electric current or sprinkler supervisory service, and any expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision hereof, or in defending any such action, shall be deemed to be "additional rent" for the demised premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month, or, at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any installment of the regular stipulated rent hereunder or any of said "additional rent" shall not be a waiver of any other "additional rent" then due.

**EIGHTH.**--The failure of the Landlord to insist, in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof no further assignment shall be made without express consent in writing by the Landlord.

**NINTH.**--If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Tenant the Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants herein contained on the part of the Tenant.

**TENTH.**--This lease shall be subject and subordinate at all times, to the lien of the mortgages now on the demised premises, and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the premises. The Tenant will execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee. The Tenant hereby appoints the Landlord the attorney-in-fact of the Tenant, irrevocable, to execute and deliver any such instrument or instruments for the Tenant.

**ELEVENTH.**--All improvements made by the Tenant to or upon the demised premises, except said trade fixtures, shall when made, at once be deemed to be attached to the freehold, and become the property of the Landlord, and at the end or other expiration of the term, shall be surrendered to the Landlord in as good order and condition as they were when installed, reasonable wear and damages by the elements excepted.

**TWELFTH.**--Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by mailing the same by certified or registered mail addressed to the respective parties at the addresses set forth in this lease.

**THIRTEENTH.**--The Landlord shall not be liable for any failure of water supply or electrical current, sprinkler damage, or failure of sprinkler service, nor for injury or damage to person or property caused by the elements or by other tenants or persons in said building, or resulting from steam, gas, electricity, water, rain or snow, which may leak or flow from any part of said buildings, or from the pipes, appliances or plumbing works of the same, or from the street or sub-surface, or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord, or caused by operations by or for a governmental authority in construction of any public or quasi-public work, neither shall the Landlord be liable for any latent defect in the building.

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

**FIFTEENTH.**--The Landlord may prescribe and regulate the placing of safes, machinery, quantities of merchandise and other things. The Landlord may also prescribe and regulate which elevator and entrances shall be used by the Tenant's employees, and for the Tenant's shipping. The Landlord may make such other and further rules and regulations as, in the Landlord's judgment, may from time to time be needful for the safety, care or cleanliness of the building, and for the preservation of good order therein. The Tenant and the employees and agents of the Tenant will observe and conform to all such rules and regulations.

**SIXTEENTH.**--In the event that an excavation shall be made for building or other purposes upon land adjacent to the demised premises or shall be contemplated to be made, the Tenant shall afford to the person or persons causing or to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person or persons shall deem to be necessary to preserve the wall or walls, structure or structures upon the demised premises from injury and to support the same by proper foundations.

**SEVENTEENTH.**--No vaults or space not within the property line of the building are leased hereunder. Landlord makes no representation as to the location of the property line of the building. Such vaults or space as Tenant may be permitted to use or occupy are to be used or occupied under a revocable license and if such license be revoked by the Landlord as to the use of part or all of the vaults or space Landlord shall not be subject to any liability. Tenant shall not be entitled to any compensation or reduction in rent nor shall this be deemed constructive or actual eviction. Any tax, fee or charge of municipal or other authorities for such vaults or space shall be paid by the Tenant for the period of the Tenant's use or occupancy thereof.

**EIGHTEENTH.**--That during seven months prior to the expiration of the term hereby granted, applicants shall be admitted at all reasonable hours of the day to view the premises until rented, and the Landlord and the Landlord's agents shall be permitted at any time during the term to visit and examine them at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the building; and if the said Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Landlord or the Landlord's agents may forcibly enter the same without rendering the Landlord or such agents liable to any claim or cause of action for damages by reason thereof (if during such entry the Landlord shall accord reasonable care to the Tenant's property) and without in any manner affecting the obligations and covenants of this lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Landlord assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances or appurtenances therein contained or therewith in any manner connected.

**NINETEENTH.**--The Landlord has made no representations or promises in respect to said building or to the demised premises except those contained herein, and those, if any, contained in some written communication to the Tenant, signed by the Landlord. This instrument may not be changed, modified, discharged or terminated orally.

**TWENTIETH.**--If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceeding against the Tenant based upon such default, then the Tenant will reimburse the Landlord for the expense of attorney's fees and disbursements thereby incurred by the Landlord, so far as the same are reasonable in amount. Also so long as the Tenant shall be a tenant hereunder the amount of such expenses shall be deemed to be "additional rent" hereunder and shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

**TWENTY-FIRST.**--Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.







**RIDER ANNEXED TO AND MADE A PART OF  
LEASE BETWEEN CITY OF GLEN COVE, AS LANDLORD, AND  
GLEN COVE PUBLIC LIBRARY., AS TENANT, FOR THE  
PREMISES KNOWN AS 4 GLEN COVE AVE, GLEN COVE, NEW YORK**

**DATED: July \_\_\_\_\_, 2017.**

THIRTY-SIX: The Tenant shall pay the Landlord the sum of ONE (\$1.00) DOLLAR per year for each year of this lease herein.

THIRTY SEVEN: The lease term shall be a period of ten (10) years commencing on August 1, 2017 and ending on July 31, 2027.

THIRTY-EIGHT: The Tenant agrees, at its sole cost and expense, to keep in force and provide during the term of this Lease for the benefit of the Landlord a general liability policy of insurance in standard form (including water damage coverage) protecting the Landlord against any liability whatsoever occasioned by accident in or about the demised premises, in which the Landlord shall be named as an additional insured, and he shall be protected against all liability occasioned by any occurrence insured against. Such policies shall cover the leased premises and shall provide for at least thirty day's notice to the Landlord before cancellation. A certification thereof shall be delivered to the Landlord. Such policies shall provide for the following minimum coverages: \$ 1,000,000.00 for injury or death of one person; \$2,000,000.00 or injury or death arising out of one accident; and \$ 500,000.00 for property damage. In the event that Tenant fails to effect such insurance, the Landlord may do so, and add the cost thereof to the rent for the month next ensuing, and the amount thereof shall be deemed to be, and shall be, paid as additional rent. Tenant may not occupy the premises without first providing the Landlord with a Certificate of insurance evidencing the insurance coverage described herein above. Notwithstanding the foregoing, Lessee agrees to indemnify and hold harmless the Landlord, it agents, employees and/or servants for all loss, damage and/or liability referred to herein above (including reasonable counsel fees) without regard to any insurance policies, and Tenant specifically acknowledges that Landlord shall not be responsible or liable for any damage caused by water leakage and for any water damage to any portion of the premises or the contents thereof, except if caused by Landlord's negligence or failure to act.

THIRTY-NINE: A. Lessee shall, at its own expense, keep in force during the term of this **Lease** a policy of **fire** and property damage **insurance** in an "all risk" form with a sprinkler leakage endorsement, **insuring** Lessee's inventory, fixtures, equipment, and personal property within the Premises for the full replacement value of the same. The Lessee shall name the City as an additional insured

B. Lessee shall, at its own expense, keep in force during the term of this **Lease** a policy or policies of **fire** and property damage **insurance** in an "all risk" form, with sprinkler and, at the option of the Lessor, earthquake endorsements, covering loss or damage to the building, including Lessee's leasehold improvements installed with the written consent of the Lessor, for the full replacement value of the same or in such amounts with such coverage as Lessor deems advisable. The Lessee shall name the City of Glen Cove as an additional insured

C. In the event such coverage is not obtained by the Lessee, then Lessee shall pay to Lessor as additional rent, during the term of this **lease**, within 30 days after receipt of an invoice, 100% of the premiums for any **insurance** obtained by Lessor pursuant to Section *B* above. Lessor may obtain such **insurance** for the Building separately, or together with other buildings and improvements which Lessor elects to **insure** together under blanket policies of **insurance**. In such case, Lessee shall be liable for only such portion of the premiums for such blanket policies as are allocable to the Premises. It is agreed that Lessee's obligation under this paragraph shall be prorated to reflect the Commencement Date and Expiration Date of the **Lease**.



D. In the event of total loss or destruction of the property by fire or otherwise, *Lessor* shall have the sole right to collect the insurance or other form of indemnity that may be payable to Lessee, by reason of such destruction, as its interest may appear, and it shall have the same right, as its interest may appear, in the event of a partial loss or destruction by fire

FORTY: If any mechanic's lien or liens shall be filed against the premises for work done or materials furnished to the Tenant, the Tenant shall, within thirty (30) days thereafter, and at its own cost and expense cause such lien or liens to be discharged by filing the Bond or Bonds required for that purpose by law. The failure by the Tenant to comply with this paragraph shall be deemed a material breach of the terms of this Lease.

FORTY- ONE: The Landlord shall not be liable for damage or injury to person or property unless written notice of any defect alleged to have caused such damage or injury shall have been given to the Landlord a sufficient time before such occurrence to have reasonable time to enable the Landlord to correct such defect. Nothing herein contained shall impose any additional obligation on the Landlord to make repairs. This paragraph shall not apply to latent defects.

FORTY- TWO: Tenant shall be solely responsible for any damage to the premises caused by reason of burglary, break-in or other act of vandalism. In the event of such an occurrence, Tenant shall immediately take such action as is necessary to secure the premises and within 48 hours, Tenant shall commence taking such steps as are necessary to restore the premises to their former condition.

FORTY- THREE: Upon the default of the Tenant of any term or condition of this Lease, with the exception of non-payment of rent or added rent, the Tenant shall be entitled to remedy and cure said default upon ten (10) days' written notice by the Landlord.

FORTY-FOUR: The Tenant agrees to remove and keep free and clear of and dispose of, at Tenant's sole cost and expense, all snow, ice, rubbish, dirt, garbage, refuse, grease, and all other foreign matter from each and every part of the demised premises, the front and side walkway said premises, the sidewalks adjacent to the demised premises and curbs adjacent to the said demised premises, and Tenant shall keep all drains, grease traps, dry wells and sanitary systems clean and open at all times. Tenant shall indemnify and save harmless Landlord from and against all costs, expenses, claims, damages, liabilities or penalties, including reasonable counsel fees, because of Tenant's failure to comply with the foregoing, and Tenant shall not call upon Landlord for any disbursements or outlays whatsoever in connection therewith and hereby expressly releases and discharges Landlord of and from any liability whatsoever in connection therewith. The Landlord shall designate an area for the Tenant to put a container for the use of his business.

FORTY-FIVE: All violations in the demised premises or any part thereof, created by the Tenant, shall be removed promptly and expeditiously by the Tenant, at Tenant's cost and expense, and the Tenant hereby covenants and agrees to keep the Landlord free of damages and liability and hereby covenants and agrees to indemnify the Landlord against any fines, liabilities or damages which may be imposed upon the Landlord by reason of the said failure of the Tenant to remove the said violations in accordance with the requirements of law, including, but not limited to, reasonable attorneys fees.

FORTY-SIX: The Tenant shall, throughout the terms hereof, and any extensions or renewals thereof, at the Tenant's own cost and expense, promptly comply with any of following, unless caused by the Landlord or other Tenants in the center:



(1) The requirements of every applicable statute, law, ordinance, regulation or Order, at the commencement of the term hereof, or thereafter made, by any Federal, State, County, municipal or other public body, Department, Bureau, Officer or authority, with respect to the use or occupation of the demised premises, including the making of any alteration or addition in or to any structure upon, connected with, or appurtenant to the demised premises, provided it is the Tenant who makes the alterations or additions.

(2) Any applicable regulation or Order of the New York Board of Fire Underwriters, New York Fire Insurance Rating Organization, or other body having similar functions, or of any liability or fire insurance company by which the Landlord may be insured, whether or not such compliance involved structural repairs or changes, or be required on account of any particular use to which the demised premises, or any part, may be put, and whether or not any such statute, law, ordinance, requirement, regulation or Order be of a kind now within the contemplation of the parties hereto. But if any alteration so required should be such as would diminish the value of the demised premises, or change the general plan or character of the building, the Tenant shall first give written Notice thereof to the Landlord so that the Landlord may, if so advised, apply for a modification of the requirements or seek appropriate relief with respect thereto.

(3) Any rules regulations or other requirements imposed by the EPA, the DEC, the Nassau or Suffolk County Health Department, and/or the Nassau/Suffolk County Fire Marshall's Office, unless the requirements imposed were the result of an action or inaction of the Landlord or other Tenants in the center. Tenant shall not introduce, store or dispense chemicals, gasoline or other fuel products at the premises, and it shall not cause or permit the pollution, contamination or discharge of any such items into or upon the grounds of the premises.

FORTY-SEVEN: Tenant shall be responsible to secure any and all licenses and permits required by the municipality in order to conform with Tenants intended use of the subject premises. If Landlord's consent is required herein it shall not be unreasonable withheld.

FORTY-EIGHT: The parties agree that the premises will be used exclusively for the intended purpose of Library. The parties agree that under no circumstance will the premises be used for residential occupancy, nor shall it be used to harbor any pets or animals.

FORTY NINE: Tenant accepts the demised premises on an "as is" basis, without any warranty or representation on Landlord's part, except as otherwise provided herein. Landlord is not required or obligated to make any repairs, alterations, decorations, improvements or additions to the demised premises other than as otherwise provided hereunder. Tenant has fully inspected the demised premises prior to the date hereof and is fully satisfied with its condition. Tenant shall be responsible for all repairs of every kind to the demised premises including, but not limited to, repairs and/ or replacement of and to the plumbing, heating and HVAC system(s), water service, electrical systems and wires, and plate glass windows and doors.

If Tenant refuses or neglects to make any necessary repairs or if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but not the obligation, to make repairs on behalf of and for the account of Tenant. If such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefore, provided such expenses are reasonable.

FIFTY: The provisions of this Rider are in addition to and not in limitation of the provisions of the printed portion of this Lease to which this Rider is attached and forms a part. In each instance in which a provision of this Rider shall contradict or otherwise be inconsistent with the



provisions of the printed form of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and the contradicted or inconsistent provision of the printed form shall be deemed amended accordingly.

FIFTY-ONE: The Landlord shall have the right during normal business hours and upon notice to the tenant to enter the demised premises in order to make such repairs, alterations and improvements as Landlord may deem necessary unless there is an emergency, at which time the Landlord shall make a reasonable attempt to contact the tenant herein. The exercise of any such right shall not be deemed to be an admission on Landlord's part of any obligation with respect thereto.

FIFTY-TWO: It is specifically understood and agreed that the Tenant shall provide the Landlord with a key to the demised premises and any alarm codes so that the Landlord may be able to obtain access to the premises in the event of emergency.

FIFTY-THREE: This Lease may not be assigned nor recorded by the Tenant, without the prior written consent of the Landlord, and a violation of this paragraph shall be a material breach of this Lease. Landlord's written consent shall not be unreasonably withheld.

FIFTY-FOUR: In amplification of paragraph Four, above, in the event of damage by fire, Landlord shall have the right to determine which part or parts of the premises, if any, are useable for purposes of apportioning rent. Landlord need only repair the damaged structural parts of the premises and is not required to repair or replace any equipment, fixtures, furnishings or decorations installed in the premises unless caused by the Landlord's Negligence. Landlord shall have the right to demolish or rebuild the building if there is substantial damage by fire or other casualty, and the Landlord's determination of what constitutes substantial damage shall conclusively bind the parties hereto. Cancellation of the Lease by the Landlord pursuant to the provisions hereof (including paragraph fourth), shall release the Tenant of any liability in connection with the fire or casualty, unless said fire and casualty is caused by Tenant's negligence, intentional or willful acts.

FIFTY-FIVE: Tenant agrees that the liability of Landlord under this Lease and all matters pertaining to and/or arising thereunder shall be limited to the Landlord's interest or estate in the demised premises only, and in no event shall Tenant make any claim or seek to impose any personal liability upon any individual or principal of the Landlord, its successors and/or assigns.

FIFTY-SIX: If the Tenant should hold over in possession after the expiration of the Term hereof, such holding over shall not be deemed to extend or renew the term of this Lease, but such holding over shall nonetheless require the Tenant to comply with all of its obligations under this Lease during said holding over of the premises, except that the Tenant agrees that the fair value of the use and occupancy of the demised premises during said holding over period shall be equal to two times the basic rent reserved hereunder after the termination of said Lease, for each month or portion thereof that the Tenant shall continue to occupy the premises after the expiration of the term.

FIFTY-SEVEN: All identification signs that are required for the Tenant's business which shall be affixed to the premises shall require the express written approval and consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall be responsible for obtaining any/all permits and shall comply with rules and regulations of any municipality which shall issue said permits or certificate of compliance.

FIFTY-EIGHT: In the event that Tenant does not obtain insurance covering burglary, break in or other acts of vandalism, Tenant shall be solely responsible for any damage to the premises caused by same. In the event of such an occurrence, Tenant shall immediately take such action necessary to secure the premises, and within 48 hours, tenant shall commence taking such steps as are necessary to restore the premises to their former condition.

FIFTY-NINE: Landlord represents that the premises has separate water, gas and electricity meters for each unit and states that heating, air conditioning unit and plumbing system are in working order at the signing of this lease. Tenant agrees it shall be solely responsible for and shall promptly pay all charges for use or consumption of heat, sewer, water, gas, electricity or any other utility services including sewer or other utility access fees charged by any utility service or governmental agency. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay the same as additional rent at the applicable rates charged by the utility company furnishing same. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, and if any equipment installed by Tenant shall require additional utility facilities, the same will be installed at tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

In the event the regulations of the utility company providing service prevents Tenant from applying for or obtaining any utility meter in Tenant's name, Landlord shall apply for a meter in Tenant's name. Prior to completion and filing the application by Landlord Tenant shall pay Landlord all amounts required for any deposits and hook-up charges by the utility company.

SIXTY: Tenant shall be responsible for the removal of all ice and snow as well as the sanding of all walkwayss.

SIXTY- ONE: Every notice, approval, consent or other communication authorized or required by this lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested, directed to the parties at the addresses listed hereinafter, or at such other address as either party may designate by notice from time to time. Each and all of the Rental(s) payable by Tenant to Landlord under an of the provisions of this Lease shall be paid to Landlord at the same place where a notice to Landlord is hereby required to be directed. The date of the U.S. postmark shall be deemed to be the date of mailing of said notice in the manner provided herein.

LANDLORD

\_\_\_\_\_  
City of Glen Cove  
By Reginald Spinello- Mayor

TENANT

\_\_\_\_\_  
Glen Cove Public Library  
By: \_\_\_\_\_