

Resolution 6A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a contract with Seagrave Fire Apparatus, LLC, for the purchase of Seagrave model XT05CS Attacker HD Tractor Drawn Aerial Ladder, for the Glen Cove Volunteer Fire Department, in the amount of \$1,291,257.

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the City of Glen Cove wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the “Pland”) for voluntary participation of all eligible employees; and

WHEREAS, the City of Glen Cove is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law; and

WHEREAS, the City of Glen Cove has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers with City of Glen Cove by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement;

NOW, THEREFORE, it is hereby:

RESOLVED, that the City of Glen Cove hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

RESOLVED, that the appropriate officials of the City of Glen Cove are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

RESOLVED, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an extension of lease agreement with OGR80 a New York Corporation, for the premises known as 126 Glen Street, Second Floor, Glen Cove, to be used by the Glen Cove Youth Bureau, in a monthly amount of \$400.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2016 requirements contract for fencing; and

WHEREAS, LandTek Group, Inc., 235 County Line Road, Amityville, New York 11701, submitted the lowest responsible bid; and

WHEREAS, it was in the best interest of the City to accepted such bid; and

WHEREAS, the contract with the City allowed the City to accept Two (2) one year extensions; and

WHEREAS, it is in its best interest of the City to extend the contract for another year; and

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to extend the contract of LandTek Group, Inc., 235 County Line Road, Amityville, New York 11701, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2016 requirements contract for tree planting; and

WHEREAS, Sipala Landscape Service, Inc., 8 MacNeice Place, Dix Hills, New York 11746, submitted the lowest responsible bid; and

WHEREAS, it was in the best interest of the City to accept such bid; and

WHEREAS, the contract with the City allowed the City to accept Two (2) one year extensions; and

WHEREAS, it is in its best interest of the City to extend the contract for another year;

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to extend the contract of Sipala Landscape Service, Inc., 8 MacNeice Place, Dix Hills, New York 11746, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Funding: H5110-52260-1617

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2017 requirements contract for concrete replacement; and

WHEREAS, Laser Industries, Inc., 1175 Route 25, Ridge New York 11961, submitted the lowest responsible bid; and

WHEREAS, it was in the best interest of the City to accept such bid; and

WHEREAS, the contract with the City allow the City to accept Two (2) one year extensions; and

WHEREAS, it is in its best interest of the City to extend the contract for another year; and

NOW, THEREFORE, BE IT RESOLVED that the Purchasing Agent is hereby authorized to extend the contract of Laser Industries, Inc., 1175 Route 25, Ridge New York 11961, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Funding: H5110-52260-1620

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for tree trimming and tree removal for various locations, DPW No. 2016-007R; and

WHEREAS, Dom's Lawnmaker Inc., 101 Harbor Road, Port Washington, New York 11050, submitted the lowest responsible bid; and

WHEREAS, it was in the best interest of the City to accept such bid; and

WHEREAS, the contract with the City allowed the City to accept Two (2) one year extensions; and

WHEREAS, it is in its best interest of the City to extend the contract for another year;

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to extend the contract of Dom's Lawnmaker Inc., 101 Harbor Road, Port Washington, New York 11050, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Funding: H5110-52260-1617

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for the 2016 requirements contract for general construction; and

WHEREAS, The LandTek Group, Inc., 235 County Line Road, Amityville, New York 11701, submitted the lowest responsible bid;

WHEREAS, it was in the best interest of the City to accept such bid; and

WHEREAS, the contract with the City allowed the City to accept Two (2) one year extensions; and

WHEREAS, it is in its best interest of the City to extend the contract for another year; and

NOW, THEREFORE, BE IT RESOLVED that the Purchasing Agent is hereby authorized to extend the contract of The LandTek Group, Inc., 235 County Line Road, Amityville, New York 11701, for one (1) additional year in accordance with the terms of the 2016 contract with the City of Glen Cove.

Funding: H5110-52260-1620

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids of furnishing and delivering sodium hydroxide; and

WHEREAS, Universal Chemicals, 100 N. Hackensack Avenue, South Kearny, NJ 07032, 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 bid of Universal Chemicals, 100 N. Hackensack Avenue, South Kearny, NJ 07032, in an amount not to exceed \$39,905.00.

Funding: F8300-54309

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids of furnishing and delivering calcium hypchlorite; and

WHEREAS, Eagle Control, 23 Old Dock Road, Yaphank, NY 11980 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 bid of Eagle Control, 23 Old Dock Road, Yaphank, NY 11980, in an amount not to exceed \$27,172.60 for 2018 and \$27,993.60 for option to extend into 2019.

Funding: F8300-54309

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a lease agreement with LEAF Capital Funding LLC, for leasing of copier systems, 60 month term, at \$2,435 per month.

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend a service agreement with Total Technology Solutions to provide IT support services for City Hall, Senior Center, Youth Bureau, Police Department, Golf Course, Glen Cove Volunteer Fire Department, EMS, and FD Dispatch for a monthly fee not to exceed \$16,000 and not to exceed 60 days.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a professional agreement with Harris Beach PLLC, to provide legal counsel to Planning and Zoning Boards, in the amount of a monthly retainer of \$2,500.00 and \$195.00 per hour for any and all litigation matters involving said boards.

Resolution 6N

Resolution offered by Councilman Maccarone and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a professional agreement with Chase, Rathkopf & Chase, LLP, to provide legal counsel to Planning and Zoning Boards, in the amount of a monthly retainer of \$2,750.00 and \$300.00 per hour for any and all litigation matters involving said boards.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the appointment of Joseph J. Herman as Water Plant Operator, with the Water Department, at an annual salary of \$70,888 (Grade 12, Step 18) effective January 24, 2018.

Budget Line: F8300-51101

Resolution 8A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Sandra Clarson to Business Improvement District (BID), for a term effective January 1, 2018 through December 31, 2018.

Resolution 8B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints the following persons to the Glen cove Local Economic Assistant Corporation (GC-LEAC), effective January 1, 2018 through December 31, 2018:

Mayor Timothy Tenke – Chairman
Vincent C. Hartley
James J. Cappiello
Joseph Gioino
John Tetta

Resolution 8C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Rocco Totino to the Zoning Board of Appeals effective January 24, 2018 through December 15 2020, replacing remaining term of Anthony Tripp.

CONTRACT

THIS AGREEMENT; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **City of Glen Cove, Glen Cove, New York** by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish One (1) unit of Seagrave model **XT05CS Attacker HD Tractor Drawn Aerial Ladder**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the apparatus. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within **Three Hundred Sixty (360)** calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. The mutually agreed specifications and change order documents and approval drawing shall be delivered to the Purchaser for their signature in not more than 31 days from contract receipt at Seagrave or not more than five days from pre-construction meeting, if so provided. Delays due to change orders, strikes, failures to obtain materials, or other causes beyond Seagrave's control will be just cause for delay in delivery. The completed Apparatus and Equipment shall be delivered to the Purchaser at:

**City of Glen Cove, NY
9 Glen Street
Glen Cove, NY 11542-4106**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **One Million, Two Hundred Ninety-One Thousand, Two Hundred Fifty-Seven Dollars (\$1,291,257.00)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **Terms are net, payment in full upon delivery of the apparatus to the customer. If the contract includes Dealer Furnished Equipment and services, the apparatus will be delivered to the customer and payment made, less five (5) per cent of the Contract Price that is held by the fire department until all items and services are provided by the Dealer. The 5% Final Payment and Acceptance will be made once the terms of the contract are satisfied by the Dealer**
- 5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be mailed directly to:

Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State regulation shall be enacted during the course of this contract which requires a change in the contract specifications in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment. Such costs will not be less than the Seller's list price for such item(s).
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus and Equipment or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus and Equipment with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this _____ day of _____ 2018.

Glen Cove Fire Department, Glen Cove, NY ("*Purchaser*")

By _____

Title _____
Purchaser

By _____

Title _____
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("*Seller*")

By _____
A.J. Neiner

Title: **Chairman and CEO**
Seller

Date of Acceptance: _____

EXTENSION OF LEASE AGREEMENT

OGR80 a New York Corporation residing at 126 Glen Street, Glen Cove, New York, Landlord and City of Glen Cove , A municipal Corporation residing at 9 Glen Street, Glen Cove, New York 11542, Tenant,

Whereas the parties entered in a certain lease agreement wherein the Glen Cove Youth Board would occupy the premises known as 126 Glen Street, Second Floor, Glen Cove, New York 11542, pursuant to the Lease dated between OGR80 and City of Glen Cove, New York

Whereas the parties hereby desire to amend the lease concerning the compensation paid to the Landlord and the space occupied by the Tenant;

Whereas the parties desire to extend the lease for a period of One(1) year;

For good and valued consideration, Landlord and Tenant each agree to the following:

1. The parties agree to extend the term of said Lease for a period of one (1) year commencing on 2/01/18 terminating on 1/31/19;
2. The Tenant(s) occupancy shall be reduced to one Second Floor interior office;
3. The monthly rent for the remainder of the lease shall \$400.00 per month;
4. It is further provided, however, that all other terms of the Lease not modified by this agreement shall continue during the extended term as if set forth herein.

Dated :

James O'Grady- OGR80 Corp.
Landlord

City of Glen Cove- Mayor Tenke
Tenant



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City of Glen Cove		Tax ID#:	Telephone No: 5166767817
Billing Address: 9 13 Glen St, Glen Cove, NY 11542		Equipment Location (if other than Billing Address): 8 Glen Cove Avenue, Glen Cove, NY 11542	
EQUIPMENT DESCRIPTION: (Indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
* PLEASE REFER TO SCHEDULE A			
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$2,435.00 (plus taxes)	END OF LEASE PURCHASE OPTION	
		<input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment:	\$0.00
		(b) Security Deposit:	\$0.00
		(c) Documentation Fee:	\$95.00
		Total due a + b + c =	\$95.00

* If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not

provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: City of Glen Cove		Print Name: _____	Title: _____
X _____		E-Mail Address: _____	Date: _____
Lessee Authorized Signature			
<p>PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.</p>			
SIGNED X _____		Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____		Title: _____	Date: _____



**SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)**

Lease Application No.: **431383**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 8 Glen Cove Avenue, Glen Cove, NY 11542

4	Ricoh MP C3504ex Copier System	New	Ricoh Business Systems Inc	MP C3504ex	
3	Ricoh MP C3004ex Copier System	New	Ricoh	MP C3004ex	
2	Ricoh MP 3555 Copier System	New	Ricoh	MP 3555SP	
3	Ricoh MP-C2555 Copier System	New	Ricoh	MP 2555SP	
2	Ricoh MP 2004ex Copier System	New			

LESSEE: City of Glen Cove

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 431383

City of Glen Cove ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: City of Glen Cove

By: _____

Print Name: _____

Title: _____

E-Mail Address: _____

Date: _____

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



State and Local Government Addendum

Reference: Application No. 431383

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between LEAF Capital Funding, LLC ("we" "us" and "ours") and City of Glen Cove ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) properly insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("**Claims**"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Glen Cove	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print _____	Print _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

HARRIS BEACH ^{PLC}
ATTORNEYS AT LAW

January 5, 2017

THE OMNI
333 EARLE OVINGTON BLVD., SUITE 901
UNIONDALE, NEW YORK 11553
(516) 880-8484

KEITH M. CORBETT, ESQ.

DIRECT: 516-880-8492
FAX: 516-880-8483
KCORBETT@HARRISBEACH.COM

Hon. Timothy Tenke, Mayor
City of Glen Cove
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

RE: Harris Beach PLLC City Attorney Proposal

Dear Mayor Tenke:

On behalf of Harris Beach PLLC ("Harris Beach" or "the firm"), I am very pleased to submit this proposal for Zoning, Planning and Land Use Counsel to the City of Glen Cove ("Glen Cove" or "City"). Harris Beach is a full service municipal law firm with over 220 attorneys offering a complete suite of municipal legal services. Pursuant to your request, this proposal is designed to provide legal representation to the Board of Zoning Appeals and the City's Planning Board, inclusive of general advise, consultation and representation, attendance and assurance of compliance with State law for meetings/hearings, administration of required rules and regulations and defense of any and all litigations involving the Board of Zoning Appeals and Planning Board.

This proposal constitutes a commitment on behalf of the firm to perform the duties of Zoning and Planning Counsel together with any and all municipal legal services desired by the City to be completed by Harris Beach PLLC. We are confident we can provide cost effective legal solutions to ensure efficient and effective delivery of services in support of the residents of Glen Cove. As we discussed, we have agreed to perform the function of Counsel to the Board of Zoning Appeals and Planning Board for a monthly retainer of \$2,500.00 and have agreed to the reduced hourly rate of \$195.00 for any and all litigation matters involving the Board of Zoning Appeals and Planning Board.


Our firm possesses the depth, breadth and unique understanding of the legal issues facing municipalities in New York State and can provide a one stop shop for all legal services necessary to represent the citizens of Glen Cove. We represent over one hundred municipalities of all types and sizes throughout New York State and our attorneys are routinely called upon to assist in finding reasonable pragmatic solutions to the vexing legal issues currently facing municipalities.

While we recognize that you have a number of choices for legal counsel, we believe that our extensive experience providing practical and responsive legal counsel to municipal clients makes Harris Beach uniquely qualified to perform the services requested by the City of Glen Cove. Harris Beach does not simply provide legal services, but we are counsel to our municipal clients working as team members to help them meet their missions and goals.

Enclosed please find a proposal laying out the breadth of our legal services. As you can see we will have a team of dedicated attorneys assigned to this representation and I will be your primary point of contact to ensure the best representation is provided to the City of Glen Cove.

We welcome the opportunity to further assist the City and hope you will deem us to be exceptionally well-equipped to meet Glen Cove's legal needs.

Respectfully submitted,



Keith M. Corbett, Esq.

Enclosures

cc: Hon. Joseph Capobianco, Councilman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

Hon. Nicholas DiLeo, Jr., Councilman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

Hon. Kevin Maccarone, Councilman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

Hon. Pamela D. Panzenbeck, Councilwoman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

Hon. Timothy Tenke, Mayor
January 5, 2017
Page 3

HARRIS BEACH ^{LLC}
ATTORNEYS AT LAW

Hon. Marsha Silverman, Councilwoman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

Hon. Michael Zangari, Councilman
c/o Glen Cove City Clerk
Glen Cove City Hall
9 Glen Street
Glen Cove, New York 11542

CHASE, RATHKOPF & CHASE, LLP

ATTORNEYS AT LAW

48 FOREST AVENUE
GLEN COVE, NEW YORK 11542

Telephone: (516) 671-5880
Telecopier: (516) 671-0740

LESTER H. CHASE (1910-2010)
JOHN M. CHASE
DAREN A RATHKOPF

-Of Counsel-
HENRY C. DECSI, JR., CPA
RICHARD S. PRISCO

January 18, 2018

Hon. Timothy Tenke and Honorable
Members of the City Council
City of Glen Cove
City Hall, 9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Services for Representation of the City of Glen
Cove City Council, Planning Board and Zoning Board of Appeals
and other Related Matters

Dear Mayor Tenke and Members of the City Council:

Thank you for the continued opportunity to serve as counsel to the Planning Board and Zoning Board of Appeals of the City of Glen Cove (collectively the "Boards") and to provide special counsel services to the City and its boards, agencies, officers and departments (collectively the "City") in other matters from time to time as requested by the City. I submit this letter as our Retainer Agreement setting forth the terms and conditions of Chase, Rathkopf & Chase's (the Firm's) legal services to the City commencing January 1, 2018.

1. **Application Services.** The Firm shall provide legal services relating to all land use applications to the Boards and the City Council for which the Firm will be paid by the City and for which the applicants will be liable to reimburse the City as set forth in §245-13 and §280-12 of the City Code. All legal services provided by the Firm relating to land use applications to the Boards and the City Council involving single or two-family dwellings not used for any income-producing purposes, e.g., rental property shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such application services shall include, but not be limited to, the following:

(a) Review of all applications, plans, maps and the like filed with the Boards as is necessary and required to properly and effectively represent and advise the Boards with respect to such applications to insure compliance with all applicable City, County, State and Federal laws, rules and regulations including the NYS General Municipal Law and the NYS Environmental Quality Review Act ("SEQRA");

(b) Preparation of all necessary and required correspondence, documentation, memoranda, resolutions, decisions, impact and finding statements pursuant to SEQRA and the like;

(c) Correspondence, consultations, telephone conversations and meetings with the building inspector and building department personnel in connection with the preparation of public notices and agendas for the Boards and the City Council;

(d) Preparation for and attendance at all regular and special hearings and meetings of the Boards;

(e) Consultation, correspondence and meetings with the applicants, their attorneys and other professionals in connection with the filing or prosecution of all applications before the Boards;

(f) Conferences, consultation, correspondence and meetings with City officials, staff and personnel, including the City's general counsel, the City's planning consultant, the City's building inspector and the planning and building department personnel as is necessary and required to properly and effectively represent and advise the Boards in connection with all pending land use applications before the Boards and the City Council;

(g) Legal research and preparation of memorandums of law and opinion letters as may be requested by the Boards and the City Council in connection with all pending land use applications before the Boards and the City Council;

(h) Coordination and supervision of all outside counsel and other consultants retained by the Boards or the City Council in connection with all pending land use applications.

(i) All other normal and customary services related to the land use applications before the Boards and the City Council as is reasonably necessary and appropriate or as is directed by the Boards or the City Council.

2. **Retainer Services.** Services to be rendered to the City by the Firm that shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such services shall include the following:

(a) Consultations, telephone conferences and meetings with the building inspector, building department personnel, the Mayor and City Council, City Planner and City Attorney in connection with inquiries related to the City's zoning code, subdivision regulations, SEQRA, General Municipal Law and other related land use statutes and regulations.

(b) Consultations, telephone conferences and meetings with the City Attorney, the Mayor and the City Council in connection with proposed changes and amendments to the City's existing land use laws, rules and regulations;

(c) Consultations, telephone conferences and meetings with the City Attorney,

the Mayor and the City Council in connection with future land use projects and developments in the City;

(d) Consultations, telephone conversations and meetings with the Chairperson and members of the Boards with respect to the Boards' rules, regulations and procedures;

(e) All services provided by the Firm relating to land use applications to the Boards and the City Council involving single or two family dwellings which are not used for any income-producing purposes e.g. rental property;

3. **Additional Services:** The Firm will also render Additional Services to the City which shall include, but not be limited to, the following:

(a) **Litigation:** Representation of the City, the Boards and their Members in any civil litigation including, but not limited to, Article 78 proceedings brought to review any actions of the City Council or the Boards and including any subsequent appeals of judgments rendered in such litigation;

(b) **Special Services:** Representation of the Boards and the City in connection with special assignments requested or directed by the Boards or the City and that do not directly involve land use applications pending before the Boards or the City Council. These Special Services shall include all services requested or directed by the Boards or the City that are beyond the scope of the "Application Services" set forth in paragraph "1" above and the "Retainer Services" set forth in paragraph '2' above.

4. **Fees and Costs:**

(a) **Services**

(i) **Application Services:** For the services described in paragraph "1" above to be billed to and paid by the City and reimbursed to the City by the applicants pursuant to §245-13 and §280-12 of the City Code, the Firm shall be paid legal fees based on the time spent and at the hourly rate of \$300.00 for an attorney.

(ii) **Retainer Services:** For the services described in paragraph '2' above, the Firm shall be paid a monthly retainer of \$2,750.00.

(iii) **Additional Services:** For the services described in paragraph '3' above the Firm shall be paid legal fees based on the time spent and at the hourly rate of \$300.00 for an attorney.

The Firm charges for all time each attorney or paralegal spends on any matter or proceeding, including time spent drafting documents, conducting legal research, conferring, attending meetings and conferences, preparing correspondence and memoranda and engaging in telephone calls with you, other counsel, or other persons. The hourly billing rates proposed are reduced rates for municipal clients.

(b) Disbursements. In addition to fees described above, the City shall be charged for all of the Firm's out of pocket costs and expenses borne by the Firm in the performance of the services as provided herein including, filing fees, costs of service of process, fees for expert witnesses, witness-subpoena fees, overnight delivery service charges, photocopy charges, printing costs, postage, facsimile and telephone charges and other customary office disbursements. In the event a third party bill is in excess of \$500.00, we may ask you to pay the vendor directly.

(c) Statements:

(i) Monthly Statements. Unless a different billing period is agreed upon, the firm will render to the City more or less on a monthly basis a statement of charges for services rendered and costs advanced or incurred during the calendar month. Every statement for Additional Services will include the date of each activity, a brief description of the activity, the time spent on each activity, and the person preparing the task. Outstanding balances are due upon receipt of the invoice.

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

5. Right to Arbitration. Under Part 137 of the New York Rules of the Chief Administrator of the Courts (22 NYCRR), the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

6. No Representations Regarding Outcome of Matters or Proceedings. It is specifically acknowledged that we make no promises, representations, or guarantees, express or implied, concerning the outcome of any matters or proceedings. You acknowledge that we have not promised, represented or guaranteed and cannot promise, represent or guarantee the outcome or success of any action taken by us in the performance of the services provided for by this Agreement.

7. Communications.

(a) We will keep you informed as to the status of the Services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action, and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact John M. Chase who will be responsible for addressing your inquiry.

(b) Periodically, our firm distributes promotion materials which include listings of representative clients in a variety of industry and service groups. Accordingly, from time to

time, we may refer in our materials to our representation of the City without disclosing confidential information.

8. **Withdrawal or Discharge of Attorneys.**

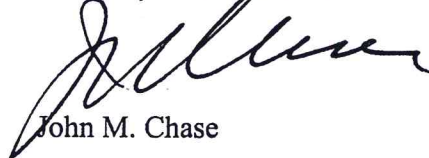
(a) The City Council shall have the right to discharge the firm at any time for any reason upon written notice to the firm. In such case, the firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

(b) The firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

I thank you for the opportunity to continue to represent the Planning and Zoning Boards of the City of Glen Cove. Enclosed is a brief summary of the firm and its attorneys. Please let me know if there is anything further you may require.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP



John M. Chase

AGREED AND ACCEPTED
January , 2018

CITY OF GLEN COVE

By: _____