

Local Law was offered by Mayor Tenke and seconded by \_\_\_\_\_

**LOCAL LAW NO. 02-2018**

**A LOCAL LAW OF THE CITY OF GLEN COVE RE-ESTABLISHING A CITY  
OF GLEN COVE CHARTER REVISION COMMISSION**

**BE IT ENACTED** by the Glen Cove City Council as follows:

**1. Establishment**

There shall be established by the City Council of the City of Glen Cove a Charter Revision Commission pursuant to the provisions, and amendments if any, of the Municipal Home Rule Law §36.

**2. Membership**

The Charter Revision Commission of the City of Glen Cove appointed pursuant to this Local Law shall consist of nine (9) members which shall be appointed by the Mayor and City Council. Members to be appointed by the City Council shall be made pursuant to a separate resolution duly adopted by a majority of the City Council at a regular or special meeting of the City Council herein. All appointees shall be residents of the City of Glen Cove and shall be evidenced by a certificate, in writing, signed by the Mayor and filed forthwith in the office of the City Clerk. All certificates shall be attested to by the City Clerk.

**3. Vacancies**

Failure to attend three meetings of the Charter Revision Commission without reasonable excuse acceptable to the appointing authority shall be deemed a resignation from membership or the Commission. Any vacancies in the membership of the Charter Revision Commission for any reason including but not limited to, resignation, expiration of term, death or inability to serve, shall be filled by the appointing power in the same manner set forth in Section 2, above.

**4. Officers of the Commission**

The officers of the Charter Revision Commission shall consist of a Chairman, a Vice Chairman and a Secretary. Said officers shall be elected by the members of the Commission from among their members at their first organizational meeting after appointment.

**5. Duties**

It shall be the duty of the Charter Revision Commission of the City of Glen Cove to prepare a new Charter for the City of Glen Cove containing such sections of the existing Charter as may be deemed presently adequate and to add such new titles, articles, chapters, sections and subsections as may be deemed necessary to produce a workable Charter for the City of Glen Cove.

**6. Compensation**

The members of the Charter Revision Commission shall receive no compensation for their services, but shall be reimbursed for necessary expenses incurred by them in the performance of their duties.

## **7. Service of Public Employees**

No person shall be disqualified to serve as a member, employee or consultant of the Charter Revision Commission of the City of Glen Cove by reason of holding any other public office or employment, nor shall be forfeit any such office or employment, by reason of his appointment to the Charter Revision Commission notwithstanding the provisions of any general, special or Local Law, ordinance or the Glen Cove City Charter.

## **8. Public and Private Hearings**

The Charter Revision Commission may conduct such public or private hearings as it may deem necessary for the performance of its duties. Such public or private hearings shall be scheduled at such times and at such places within the City of Glen Cove as the Commission may deem necessary. The Commission shall also have the power to take testimony, to subpoena witnesses and to require production of books, papers and public records if it deems this procedure necessary for the completion of its duties.

## **9. Technical Assistance**

The Charter Revision Commission of the City of Glen Cove may appoint and remove, at their pleasure, such employees and consultants as it may require to provide technical assistance in the revision of the Charter of the City of Glen Cove. Compensation for such employees, consultants, advisory services and technical assistants shall be appropriated as needed with the approval of the City Council of the City of Glen Cove, said funds to be made a charge against a City budget.

## **10. Submission of the Proposed Charter to the Common Council**

The Charter Revision Commission herein shall submit its final report to the City Council of the City of Glen Cove, by filing said report with the City Clerk of the City of Glen Cove.

## **11. Terms of Office**

The terms of office of the members of the Commission shall expire on the day of the election at which proposed new Charter or Charter amendments prepared by the Commission are submitted to the qualified electors of the City, or on the day of the second general election following the organization of the Commission if no such question shall have been submitted by that time.

**12. Local Law:** This Local Law shall take effect immediately.

Local Law 03-2018

Local Law was offered by Mayor Tenke and seconded by \_\_\_\_\_

**Local Law No. 03 of the year 2018  
City of Glen Cove, County of Nassau**

**A local law authorizing a property tax levy in excess of the limit established in  
General Municipal Law ' 3-c**

### **Section 1. Legislative Intent**

It is the intent of this local law to allow the City of Glen Cove to adopt a budget for the fiscal year commencing January 1, 2019, that requires a real property tax levy in excess of the Atax levy limit@ as defined by General Municipal Law ' 3-c.

### **Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law ' 3-c, which expressly authorizes a local government=s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

### **Section 3. Tax Levy Limit Override**

The City Council of Glen Cove County of Nassau, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law ' 3-c.

### **Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court=s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

### **Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State.

Resolution 6C

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

### **RESOLUTION OF THE GLEN COVE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT OF LEASE, MEMORANDUM OF LEASE, ESTOPPEL AGREEMENT AND CONSENT TO FILE MAP FOR VILLAGE SQUARE CONDOMINIUM.**

**WHEREAS**, the City is the owner of certain municipal parking garages, including the four (4) story parking garage (the “**Brewster Street Garage**”), and

**WHEREAS**, the Brewster Street Garage includes a parking structure located immediately adjacent to the Glen Cove RXR development; and

**WHEREAS**, City (**Landlord**) and RXR GLEN COVE VILLAGE SQUARE OWNER LLC. (**Tenant**) entered into a certain Lease Agreement, dated as of December 1, 2017 (the “**Lease**”) for a portion of the Parking Facility, as more particularly described therein; and

**WHEREAS**, on or about August 29, 2018 or as soon thereafter, the Tenant will be converted its ownership in the Premises to a condominium comprised of Unit 1 (lot [\_\_\_\_]) and Unit 2 (lot [\_\_\_\_]), which Unit 2 shall not benefit from the Lease and shall be owned by a third party upon completion of the Tenant Project; and

**WHEREAS**, Landlord and Tenant desire to enter into this Amendment to, among other things, (1) add certain mortgagee protection rights in connection with the granting by Tenant of a mortgage of its leasehold interest created pursuant to the Lease in favor of Manufacturers and Traders Trust Company, and (2) amend the definition of the Premises; and

**WHEREAS**, no party to the Lease Agreement dated December 1, 2017 is in default and no written notice of default remains uncured and there are currently no unpaid or outstanding amounts due the City under the parties agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GLEN COVE CITY COUNCIL AS FOLLOWS:**

1. The Mayor of the City of Glen Cove is hereby authorized, on behalf of the City of Glen Cove, to execute the First Amendment to the lease, the memorandum of lease, the estoppel agreement and the consent for the map entitled “Village Square Condominium Map” any documentation necessary to effectuate the acts authorized by this Resolution.

2. This Resolution shall take effect immediately.

Resolution 6D

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

**BE IT RESOLVED**, that the City Council hereby authorizes the redemption of the City’s Public Improvement (Serial) Bonds – 2008, appropriating an amount not to exceed \$988,238.45

(See Attached)



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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with H2M, to provide engineering services for annual chemical bulk storage compliance audit including revising the Spill Prevention Report for 2 AST caustic tanks at Duck Pond Road and 1 AST caustic tank at Nancy Court, in the amount of \$2,400.

Funding: F8300-55438

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

**Resolution to apply for grant funding through the New York State Water Infrastructure Improvement Act Grant Program for the City of Glen Cove Seaman Road Station Drinking Water Infrastructure Improvements**

**WHEREAS**, the City has determined the need to bring the Seaman Road drinking water well back into service due to the presence of Freon-22 in the City's drinking water system and associated impacts; and

**WHEREAS**, the City has the opportunity to apply for funding through the New York State Water Infrastructure Improvement Act Grant Program for these improvements; and

**NOW, THEREFORE, BE IT RESOLVED**, that Mayor Timothy Tenke, as Mayor of the City of Glen Cove, is hereby authorized to file an application for the NYS Water Infrastructure Improvement Act Grant Program in an amount not to exceed \$2,832,000.00 for construction and related costs for capital improvements including a Packed Tower Aeration System (PTAS) at the City's Seaman Road Station. The City secured \$2,070,000.00 for this project in capital bonding in 2018, and will bond for the \$2,650,000.00 of remaining estimated project construction costs in 2019. The total estimated project costs are \$4,720,000.00. Upon the award of a financing package and/or grant from the NYS Environmental Facilities Corporation, the Mayor is hereby authorized to enter into and execute a project finance agreement for such financial assistance to the City of Glen Cove.

Resolution 6H

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to accept the proposal and enter into an agreement with Sherco Services LLC to provide temporary repairs at Prybil Beach Pier, in the amount of \$27,400.

Funding: H5110-52260-1836

Resolution 6I

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Change Health, for EMS Billing & Collections Program, in the amount of \$7.50 for Medicaid Claim Rate and 7.5% for all billed accounts receivable.

Resolution 6J

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Crown Castle to provide dedicated internet access, in the amount of \$1,000 per month, for 36 months.

Funding: A1680-55438

Resolution 6K

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

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

(See Attached)

Resolution 6L

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

**BE IT RESOLVED**, that the City Council hereby authorizes Sikh Forum Inc. to host their annual “Glen Cove Vaisakhi Mele (Fair)”, September 16, 2018, 12:00 p.m. through 6:00 p.m.

Resolution 6M

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

**BE IT RESOLVED**, that the City Council hereby authorizes Hermandad Latin-American Fraternity of El Senor De Los Milagros of Glen Cove Incorporated to host their annual “Procession” on October 14<sup>th</sup>, 2018, 1:30 p.m. through 6:00 p.m., and the closing of Pearsall Avenue between Walnut Road and Saint Patrick’s Church.

Resolution 6N

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

**BE IT RESOLVED**, that the City Council hereby authorizes naming Glen Cove Harbor Patrol’s newest vessel, 26 foot Boston Whaler Justice, No. 224, “PFC Louis J. Noon WWII POW”, in honor of Glen Cove WWII POW veteran PFC Louis J. Noon.

Resolution 6O

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

**BE IT RESOLVED**, that the City Council hereby authorizes Nicholas Pedone Foundation to erect signs August 19, 2017 through September 4, 2018, at the following locations, to advertise annual “Nicholas Pedone 5K Walk.”

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

Resolution 6P

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

**BE IT RESOLVED**, that the City Council hereby declares September 2, 2018 as “Nicholas Pedone, Jr. Day”.

Resolution 6Q

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

**BE IT RESOLVED**, that the City Council hereby authorizes Sid Jacobson JCC to host “Solidarity Sukkot”, September 26, 2018, 3:00 p.m. through 7:00 p.m. and the closing of Bridge Street.

Resolution 6R

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

**BE IT RESOLVED**, that the City Council hereby authorizes Glen Cove 350 Committee to host “Glen Cove Family Fun Day” at Morgan Memorial Park on Saturday, September 29, 2018, from 3 p.m. to 9 p.m., and to erect lawn signs.

Resolution 7A

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

**BE IT RESOLVED**, that the City Council hereby appoints Frank S. Basile as full-time Senior Automotive Mechanic, with Department of Public Works, at an annual salary of \$88,038 (Grade 14, Step 28), effective Wednesday, August 29, 2018.

Budget: A1640-51101

Resolution 7B

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

**BE IT RESOLVED**, that the City Council hereby appoints Yelena Quiles as full-time Purchasing Agent, with the Finance Department, at an annual salary of \$62,168 (Grade 13, Step 9) effective Wednesday, August 29, 2018.

Budget: A1310-51101

Resolution 7C

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

**BE IT RESOLVED**, that the City Council hereby appoints Stephanie Soter as full-time Senior Account Clerk, with Senior Center, at an annual salary of \$51,439 (Grade 10, Step 5), effective September 10, 2018.

Budget: A7030-51101

Resolution 7D-1

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

**BE IT RESOLVED**, that the City Council hereby appoints Daniel S. Ermmarino as full-time Water Plant Operator, with Water Department, at an annual salary of \$52,180 (Grade 12, Step 3) effective Wednesday, August 29, 2018.

Budget: F8300-51101

Resolution 7D-2

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

**BE IT RESOLVED**, that the City Council hereby appoints Kevin S. Basile as full-time Water Plant Operator, with Water Department, at an annual salary of \$50,934 (grade 12, step 2) effective Wednesday, August 29, 2018.

Budget: F8300-51101

Resolution 7E

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

**BE IT RESOLVED**, that the City Council hereby appoints Peter Levinson, Matthew Shanhai and Sean Cronin as part-time EMT Basic, with EMS, at \$18.00 per hour, effective August 29, 2018.

Budget: A4540-51120

Resolution 7F

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

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

| <u>Name</u>      | <u>Position</u> | <u>Salary</u>    | <u>Effective Date</u> |
|------------------|-----------------|------------------|-----------------------|
| Morris Boratin   | Lifeguard       | \$18.00 per hour | 8/4/18 – 10/1/18      |
| Ian Febres       | Lifeguard       | \$16.00 per hour | 8/4/18 – 10/1/18      |
| Jonathan Fiorino | Lifeguard       | \$18.00 per hour | 8/4/18 – 10/1/18      |

Budget: CR7140-51120

Resolution 8A

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

**BE IT RESOLVED**, that the City Council hereby appoints the following person to the Charter Review Commission, with the terms of office for the Commission effective, August 29, 2018 and shall expire on the day of the election at which proposed new Charter or Charter amendments prepared by the Commission are submitted to the qualified electors of the City, or on the day of the second general election following the organization of the Commission if no such question shall have been submitted by that time:

Carolyn Willson  
David Nieri  
Vincent Hartley  
John Charon  
Anthony Jimenez

Eve Lupenko  
Glenn Howard  
John Hanley  
Phyllis Burnett

Resolution 8B-1

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

**BE IT RESOLVED**, that the City Council hereby appoints Frances X. Ferrente, to the Finance Committee, effective August 29, 2020 through August 28, 2020.

Resolution 8B-2

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

**BE IT RESOLVED**, that the City Council hereby appoints John J. Fielding, to the Finance Committee, effective August 29, 2020 through August 28, 2020.

Resolution 8B-3

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

**BE IT RESOLVED**, that the City Council hereby appoints Anthony Guargenti, to the Finance Committee, effective August 29, 2020 through August 28, 2020.

Resolution 8B-4

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

**BE IT RESOLVED**, that the City Council hereby appoints Thomas R. Hopke, to the Finance Committee, effective August 29, 2020 through August 28, 2020

Resolution 9A

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

**BE IT RESOLVE**, that the City Council hereby amends the annual salary of Tina Pemberton to \$60,000, retroactive to July 1, 2018

Budget: A1410-51101

Resolution 9B

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

**BE IT RESOLVED**, that the City Council hereby amends the hourly salary of the following persons, as indicated:

| <u>Name</u>       | <u>Salary</u>    | <u>Effective Date</u> |
|-------------------|------------------|-----------------------|
| Ryan Carmody      | \$16.50 per hour | 7/26/18 – 10/1/18     |
| Leah Dwyer        | \$16.00 per hour | 7/26/18 – 10/1/18     |
| Magdalena Muzante | \$16.50 per hour | 7/26/18 – 10/1/18     |
| Nicole Szafranski | \$19.00 per hour | 7/26/18 – 10/1/18     |

Budget: CR7140-51120



## FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between THE CITY OF GLEN COVE, a New York municipal corporation ("**Landlord**") and RXR GLEN COVE VILLAGE SQUARE OWNER LLC, a Delaware limited liability company ("**Tenant**").

### W I T N E S S E T H:

**WHEREAS**, Landlord and Tenant entered into a certain Lease Agreement, dated as of December 1, 2017 (the "**Lease**") for a portion of the Parking Facility, as more particularly described therein; and

**WHEREAS**, on or about August 29, 2018, the Tenant converted its ownership in the Premises to a condominium comprised of Unit 1 (lot [\_\_\_\_]) and Unit 2 (lot [\_\_\_\_]), which Unit 2 shall not benefit from the Lease and shall be owned by a third party upon completion of the Tenant Project; and

**WHEREAS**, Landlord and Tenant desire to enter into this Amendment to, among other things, (1) add certain mortgagee protection rights in connection with the granting by Tenant of a mortgage of its leasehold interest created pursuant to the Lease in favor of Manufacturers and Traders Trust Company, and (2) amend the definition of the Premises.

**NOW, THEREFORE**, for ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto mutually agree as follows:

1. Terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

2. The following Section 28 is hereby added to the Lease:

"28. Leasehold Mortgage; Leasehold Mortgagee's Rights.

a. Notwithstanding anything to the contrary in this Lease, Tenant shall have the absolute and unconditional right to execute and deliver, at any one time, one or more mortgages (any such mortgage is herein called a "**Leasehold Mortgage**") granting a security interest in Tenant's leasehold estate and rights hereunder to (A) a savings bank, savings and loan association, bank or trust company or an insurance company, REIT, securitization trust, mortgage trust or conduit, a federal, state, municipal, teachers, or other public or private employees' welfare, pension or retirement trust, fund or system pension fund, governmental entity, investment bank or hedge fund or (B) any other entity having a combined capital and surplus of not less than \$250,000,000 (any such entity (i.e., a lender provided in (A) or (B) above) being hereinafter referred to as an "**Institutional Lender**"), without the consent of, but upon prior written notice to, Landlord. In no event shall any such Leasehold Mortgage encumber Landlord's fee interest in the Premises or the interest in the Premises of any fee mortgagee. If either Tenant or the holder of any such Leasehold Mortgage notifies Landlord of

the existence of such Leasehold Mortgage and the address of the holder thereunder for the service of notices, such holder shall be deemed to be a “**Leasehold Mortgagee**”, as such term is used in this Lease.

b. Landlord hereby acknowledges and agrees that (a) a certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement being made by Tenant in favor of Manufacturers and Traders Trust Company, as administrative agent for the Lenders (as defined therein) (together with its successors and/or assigns in such capacity, “**Administrative Agent**”) (as the same may be amended, restated or otherwise modified from time to time, the “**M&T Mortgage**”), is and shall be a permitted “Leasehold Mortgage” under the Lease and (b) the Administrative Agent is and shall be deemed to be a permitted “Leasehold Mortgage” under the Lease.

c. Landlord hereby agrees that the Lease shall not be modified, terminated, amended, altered or cancelled, nor shall a surrender of the Leased Spaces be accepted by Landlord, without the prior written consent of each Leasehold Mortgagee, not to be unreasonably withheld or conditioned. If Landlord desires to amend the Lease, Landlord shall deliver notice to Leasehold Mortgagee, who shall have twenty (20) days to object to the substance of any such proposed amendment in writing. Leasehold Mortgagee shall be deemed to have consented to any such proposed amendment if Leasehold Mortgagee fails to timely object within ten (10) days following delivery of a second notice to Leasehold Mortgagee, provided such second written notice includes the following at the header of the first page in bold, capitalized font: “**REQUEST FOR LEASE AMENDMENT APPROVAL – RESPONSE REQUIRED WITHIN TEN (10) DAYS.**” Any amendment executed by Landlord and Tenant despite Leasehold Mortgagee’s timely written objection shall not be binding on such Leasehold Mortgagee.

d. Landlord hereby covenants and agrees that, in the event that (i) the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a bankruptcy proceeding, upon any Leasehold Mortgagee’s request, or (ii) any Leasehold Mortgagee affects a foreclosure of Tenant’s interest in the Lease, or accepts a deed in lieu of such foreclosure, Landlord shall, upon Leasehold Mortgagee’s election by written notice to Landlord delivered within thirty (30) days following such termination, consummation of a foreclosure or acceptance of a deed in lieu of foreclosure, as applicable, enter into a new lease with such Leasehold Mortgagee upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination including, without limitation, as such term may be extended pursuant to any right of renewal by Tenant (a “**New Lease**”) provided that Leasehold Mortgagee shall cure or cause to be cured all defaults of Tenant under the Lease that are capable of being cured within the time periods provided in Section 28(e) hereof.

e. Landlord hereby covenants and agrees that Landlord shall deliver to each Leasehold Mortgagee written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to each Leasehold Mortgagee. Notwithstanding anything contained in the Lease to the contrary, Landlord hereby further covenants and agrees that any Leasehold Mortgagee shall have the right, but not the obligation, to cure any default by Tenant under the

Lease and each Leasehold Mortgagee shall be afforded (a) sixty (60) days to cure any such default or (b) in the event that any such default cannot, with reasonable diligence, be cured within sixty (60) days, such longer period as may be required to complete such cure including, without limitation, such time as may be required for such Leasehold Mortgagee to gain possession of Tenant's interest under the Lease, provided that such Leasehold Mortgagee notifies Landlord of such Leasehold Mortgagee's intention to cure such default and such Leasehold Mortgagee promptly commences and diligently pursues such cure to completion.

f. Landlord hereby covenants and agrees that (a) Tenant shall have the right to assign or sublet Tenant's interest under the Lease to any Leasehold Mortgagee, or any Leasehold Mortgagee's successors or assigns, with the consent of Landlord, and (b) Tenant's interest under the Lease may be further assigned and subleased by any Leasehold Mortgagee, or any Leasehold Mortgagee's successors or assigns with the consent of Landlord. The parties agree that such consent shall not be unreasonably withheld.

g. Notwithstanding anything to the contrary contained in the Lease (including, without limitation, Section 28(f)), Landlord hereby agrees that any transfer of Tenant's interest in the Lease to any Leasehold Mortgagee or its nominee or designee in connection with a foreclosure, deed in lieu of foreclosure or the exercise of any other rights or remedies of a Leasehold Mortgagee under a Leasehold Mortgage, shall not require the consent or approval of Landlord, nor shall any such transfer by itself constitute an event that terminates the Lease or entitles Landlord to terminate the Lease.

h. Landlord hereby covenants and agrees that each Leasehold Mortgagee shall have the right, pursuant to the terms of the Lease, to exercise any rights or options afforded to the Tenant under the Lease including, without limitation, any option to renew the term of the Lease if the Tenant shall fail to exercise any such option.

i. Landlord agrees that notwithstanding anything to the contrary in the Lease, the leasehold estate created by the Lease shall not merge into the fee estate in the Parking Facility if title to the fee estate and the leasehold estate become vested in the same person or persons."

3. The definition of "Premises" as set forth in the second WHEREAS clause of the Lease is hereby amended such that the Premises shall be Section 31, Block 85, Lot [ ] [INSERT AFTER LOT IS ASSIGNED], Nassau County, New York. Exhibit B of the Lease is hereby deleted in its entirety and replaced with Exhibit B annexed hereto.

4. Except as expressly amended herein, all of the remaining terms, covenants and conditions of the Lease shall be deemed in full force and effect and unaffected by this Amendment.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute an executed original, and it shall not be necessary that each party execute the same counterpart of this Amendment as long as each party executes one or more counterparts of this Amendment. Executed counterparts in "pdf" format shall be considered original counterparts of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands as of the date first above written.

**LANDLORD:**

THE CITY OF GLEN COVE

By: \_\_\_\_\_

Name:

Title:

**TENANT:**

RXR GLEN COVE VILLAGE SQUARE  
OWNER LLC

By: \_\_\_\_\_

Name:

Title:

EXHIBIT B OF LEASE AGREEMENT

DESCRIPTION OF RXR PROPERTY

(see attached)

**TO BE AFFIXED TO CERTIFICATE OF MAP REGISTRATION**

**CONSENT OF MORTGAGEE**

**Section 31, Block 85 and Tax Lot 40 (former Tax Lot 16 and part of former Tax Lot 37)**

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The City of Glen Cove does hereby consent to the filing of that certain map entitled "Village Square Condominium Map", situate in the City of Glen Cove, County of Nassau and State of New York, prepared by Joseph J. Fleming, P.E., dated \_\_\_\_\_, in the Office of the Clerk of the County of Nassau; said map covers that certain premises known and designated as Nassau County Tax Map Section 31, Block 85 and Lot 40 and is the same premises as set forth in the Schedule "A" contained in Certificate of Map Registration, annexed hereto.

Dated: \_\_\_\_\_

**City of Glen Cove**

By: \_\_\_\_\_

Name and Title:

State of New York

} SS:

County of Nassau

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me, the Undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

**Schedule A – Information relating to conveyance**

|  |   |                          |
|--|---|--------------------------|
| <input type="checkbox"/> Grantor/Transferor Individual<br><input checked="" type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Estate/Trust<br><input type="checkbox"/> Single member LLC<br><input type="checkbox"/> Other | Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor ) | Social security number   |
|  | The City of Glen Cove   |                          |
|  | Mailing Address   | Social security number   |
|  | City Hall, 9-13 Glen Street   |                          |
|  | City State ZIP code   | Federal EIN              |
| Glen Cove NY 11542   |   |                          |
|  | Single member's name if grantor is a single member LLC (see instructions)                                     | Single Member EIN or SSN |
|  |   |                          |
| <input type="checkbox"/> Grantee/Transferee Individual<br><input type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Estate/Trust<br><input checked="" type="checkbox"/> Single member LLC<br><input type="checkbox"/> Other | RXR Glen Cove Village Square Owner LLC  | Social security number   |
|  | Mailing Address   | Social security number   |
|  | c/o RXR Realty, 625 RXR Plaza   |                          |
|  | City State ZIP code   | Federal EIN              |
|  | Uniondale NY 11556  | 81-4746955               |
|  | Single member's name if grantee is a single member LLC (see instructions)                                     | Single member EIN or SSN |
|  | RXR Glen Cove Village REIT LLC  | 32-0514123               |

**Location and description of property conveyed**

| Tax map designation –<br>Section, block & lot<br>(include dots and dashes) | SWIS code<br>(six digits) | Street address | City, town or village | County |
|--|---------------------------|----------------|-----------------------|--------|
| Section: 31, Block: 85,<br>Lots: 33  | 280600                    | Village Square | Glen Cove             | Nassau |

**Type of property conveyed (check applicable box)**

|   |   |   |      |    |    |       |     |      |   |
|---|---|---|------|----|----|-------|-----|------|---|
| 1 <input type="checkbox"/> One- to three-family house | 5 <input checked="" type="checkbox"/> Commercial/Industrial | Date of conveyance<br><table border="1"> <tr> <td>12</td> <td>28</td> <td>17</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table> | 12   | 28 | 17 | month | day | year | Percentage of real property<br>conveyed which is residential<br>real property _____0%<br>(see instructions) |
| 12  | 28  |   | 17   |    |    |       |     |      |   |
| month   | day   |   | year |    |    |       |     |      |   |
| 2 <input type="checkbox"/> Residential cooperative    | 6 <input type="checkbox"/> Apartment building               |   |      |    |    |       |     |      |   |
| 3 <input type="checkbox"/> Residential condominium    | 7 <input type="checkbox"/> Office building                  |   |      |    |    |       |     |      |   |
| 4 <input type="checkbox"/> Vacant land                | 8 <input type="checkbox"/> Other _____                      |   |      |    |    |       |     |      |   |

**Condition of conveyance (check all that apply)**

|   |  |  |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest  | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | l. <input type="checkbox"/> Option assignment or surrender   |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)  | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender  |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)  | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)   | n. <input type="checkbox"/> Leasehold grant  |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation   | i. <input type="checkbox"/> Syndication  | o. <input type="checkbox"/> Conveyance of an easement  |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights   | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|   | k. <input type="checkbox"/> Contract assignment  | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|   |  | r. <input type="checkbox"/> Conveyance pursuant to divorce or separation   |
|   |  | s. <input checked="" type="checkbox"/> Other (describe) memorandum of lease  |

|                             |   |               |                    |
|-----------------------------|---|---------------|--------------------|
| For recording officer's use | Amount received<br>Schedule B., Part I \$ | Date received | Transaction number |
|                             | Schedule B., Part II \$                   |               |                    |

**Schedule B – Real estate transfer tax return** (Tax Law, Article 31)**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ..... ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

|    |        |
|----|--------|
| 1. | \$0.00 |
| 2. | \$0.00 |
| 3. | \$0.00 |
| 4. |        |
| 5. |        |
| 6. | \$0.00 |

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ..
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

|    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation ..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☒
- e. Conveyance is given in connection with a tax sale ..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition ..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k ☐

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date of conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.



**Schedule C – Credit Line Mortgage Certificate** (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
  2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
    - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
    - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
    - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
    - ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

  - ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
    - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
    - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
  4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)*

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

THE CITY OF GLEN COVE

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Grantor signature

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

**Part I – New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

|           |                 |      |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

MEMORANDUM OF LEASE AGREEMENT AND  
FIRST AMENDMENT TO LEASE AGREEMENT

between

THE CITY OF GLEN COVE, as Landlord

and

RXR GLEN COVE VILLAGE SQUARE OWNER LLC,

as Tenant

As of [\_\_\_\_], 2018

Premises

Section 31

Block 85

p/o Lot 33

CITY OF GLEN COVE  
NASSAU COUNTY

---

Record and Return to:

Farrell Fritz, P.C.

400 RXR Plaza

Uniondale, NY 11556

Attention: David Curry, Esq.

**MEMORANDUM OF LEASE AGREEMENT  
AND FIRST AMENDMENT TO LEASE  
AGREEMENT**

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.

NAME AND ADDRESS OF  
LANDLORD

**CITY OF GLEN COVE**  
City Hall  
9-13 Glen Street, Glen Cove, NY 11542

NAME AND ADDRESS  
OF TENANT

**RXR GLEN COVE VILLAGE SQUARE OWNER  
LLC**  
c/o RXR Realty  
625 RXR Plaza  
Uniondale, New York 11556

DATE OF LEASE:

As of December 28, 2017

DATE OF FIRST AMENDMENT:

As of September [ ], 2018

DESCRIPTION OF  
PREMISES:

The leased premises consists of exclusive use of up to 75 leased parking spaces located in the parking garage located on Lot 33, together with the nonexclusive right of all means of ingress and egress to the lower level, street level and second level of such parking garage, all as more particularly set forth in the Lease.

COMMENCEMENT DATE:

First day of the first full month following the date upon which Tenant has been issued certificates of occupancy for the residential portion of the Tenant Project (as defined in the Lease)

EXPIRATION DATE:

11:59PM on the day preceding the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date

2. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

3. Miscellaneous. The parties have executed this Memorandum of Lease as of the date first set forth above on the dates and at the places indicated in their acknowledgments below.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Ground Lease on the    day of [\_\_\_\_\_], 2018.

LANDLORD:

CITY OF GLEN COVE

By: \_\_\_\_\_

Name:

Title:

TENANT:

RXR GLEN COVE VILLAGE SQUARE  
OWNER LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK     )  
                                      )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF NEW YORK     )  
                                      )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

SCHEDULE A  
LEGAL DESCRIPTION



## ESTOPPEL CERTIFICATE

To: **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, having an address c/o M&T Bank, 350 Park Avenue, New York, New York 10022, as administrative agent (hereinafter, in such capacity, referred to as "Administrative Agent") for itself and the other lending institutions (hereinafter collectively referred to as the "Lenders") which are or may hereafter become parties to the Loans (as hereinafter defined).

Re: That certain Reciprocal Easement Agreement (Parking Garage Walkway) dated as of December 28, 2017 (as amended, restated, modified or supplemented from time to time, the "Agreement") and recorded on January 24, 2018 in the Office of the County Clerk of Nassau County in Liber 13612, Page 847, to which The City of Glen Cove, a municipal corporation of the State of New York ("Counterparty") is a party, and to which RXR Glen Cove Village Square Owner LLC, a Delaware limited liability company (the "Borrower") is also a party, pertaining to certain real property owned by Borrower located at Section 31, Block 85, Lot [40], Nassau County, New York (the "Borrower Property"), which Borrower Property is more particularly described in the Agreement.

1. Certification. The undersigned hereby certifies to Administrative Agent and agrees as follows:

A. The Agreement is in full force and effect, and has not been amended, restated, modified, supplemented or terminated by instrument of record against Counterparty's property, except as set forth on Exhibit A attached hereto.

B. To the best of Counterparty's actual knowledge, each of the obligations on Borrower's part to be performed to date under the Agreement have been performed. Counterparty has not delivered any written notice to Borrower of any default by Borrower under the Agreement which remains uncured.

C. To the best of Counterparty's actual knowledge, there are currently no unpaid and outstanding amounts due from Borrower to Counterparty under the Agreement.

2. Successors and Assigns. This estoppel shall extend to and be binding upon Counterparty and its agents, successors and/or assigns, but shall relate only to facts and other matters known as of the date hereof, and Counterparty shall have no duty to update any person or entity regarding any change in such facts and/or other matters.

3. Reliance. Counterparty acknowledges that Administrative Agent, each Lender and their respective successors and assigns and designees will rely on this Estoppel Certificate in its decision to make a certain building loan and a certain project loan to Borrower in the aggregate principal amount of \$53,900,000 (collectively, the "Loans").

Dated as of: September \_\_\_, 2018.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The person(s) whose signature(s) appear(s) below is/are duly and fully authorized to execute this estoppel on behalf of Counterparty.

**COUNTERPARTY:**

**THE CITY OF GLEN COVE**, a municipal  
corporation of the State of New York

By: \_\_\_\_\_

Name:

Title:

Exhibit A

Amendments, Restatements, Modifications or Terminations to the Agreement

(Please list or state "None")

None.

EXTRACT OF MINUTES

Meeting of the  
City of Glen Cove, in the  
County of Nassau, New York

August 28, 2018

\* \* \*

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, 9 Glen Street, Glen Cove, New York, on August 28, 2018.

There were present: Hon. Timothy Tenke, Mayor; and  
Councilpersons:

There were absent:

Also present: Tina Pemberton, City Clerk

\* \* \*

\_\_\_\_\_ offered the following ordinance and moved its  
adoption:

ORDINANCE OF THE CITY OF GLEN COVE, NASSAU COUNTY, NEW YORK, ADOPTED AUGUST 28, 2018, AUTHORIZING THE REDEMPTION OF THE CITY'S PUBLIC IMPROVEMENT (SERIAL) BONDS-2008 (THE "PRIOR BONDS"); APPROPRIATING AN AMOUNT NOT TO EXCEED \$988,238.45 THEREFOR; DIRECTING THAT NOTICE OF SUCH REDEMPTION BE PROVIDED BY THE CITY CONTROLLER TO BONDHOLDERS OF THE PRIOR BONDS IN THE MANNER PRESCRIBED IN THE PRIOR BONDS AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, the City of Glen Cove, Nassau County, New York (herein called the "City"), has heretofore issued its \$2,347,000 Public Improvement (Serial) Bonds-2008 (herein referred to as the "Prior Bonds"), pursuant to the bond ordinance duly adopted by the City Council on September 24, 2002, authorizing the City to acquire the Coles School property;

WHEREAS, the Prior Bonds are currently outstanding in the principal amounts, mature on the dates and bear interest at the rates of interest, payable on April 15 and October 15 in each year until maturity, as set forth below:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------|-------------------------|----------------------|
| April 15, 2019       | \$175,000               | 4.125%               |
| April 15, 2020       | 185,000                 | 4.125                |
| April 15, 2021       | 195,000                 | 4.125                |
| April 15, 2022       | 200,000                 | 4.125                |
| April 15, 2023       | 215,000                 | 4.250                |

WHEREAS, the Prior Bonds maturing on April 15, 2019 and thereafter are subject to redemption prior to maturity at the option of the City, on any date which follows at least 30 days after the mailing of notice to the registered holders of the Prior Bonds, as a whole or in part, at par, plus accrued interest to the date of redemption;

WHEREAS, the City sold a portion of the Coles School property to the Tiegeman School and will retain the balance of said property for City use; and

WHEREAS, pursuant to applicable law, the City Council has determined that is necessary to redeem the outstanding Prior Bonds prior to maturity with a like portion of the moneys from the sale of the Coles School property and hereby adopts this Ordinance to effectuate such redemption.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GLEN COVE, NASSAU COUNTY, NEW YORK, HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council of the City (herein called the “City”), hereby authorizes the redemption of the Prior Bonds of the City maturing in the years 2019 and thereafter (the “Redeemed Bonds”), currently outstanding in the principal amount of \$970,000, as more particularly described and referred to in the Recitals hereof.

Section 2. The Redeemed Bonds, which are subject to prior redemption on any date according to their terms, shall be redeemed on September 28, 2018 (the “Redemption Date”). The sum to be paid on the Redemption Date shall be \$988,238.45, consisting of the par value of the Redeemed Bonds, plus accrued interest to the Redemption Date; and said amount is hereby appropriated therefor to accomplish the redemption of the Redeemed Bonds.

Section 3. The City Controller, acting as the chief fiscal officer of the City, is hereby:

(a) authorized to approve all details of the redemption of the Redeemed Bonds, and

(b) directed to cause irrevocable notice, in the form set forth in **Exhibit A**, of such call for redemption, to be given in the name of the City in accordance with the terms appearing in the Redeemed Bonds, to the registered holders of such Redeemed Bonds.

(c) authorized to do all things, to take all actions, and to execute and deliver all agreements, certificates, instruments and other documents necessary or desirable in connection with the matters described herein, without the need for further action by the City Council.

Section 4. The election to call in and redeem such Redeemed Bonds and the notice thereof given as provided in Section 3 shall become irrevocable and shall constitute a covenant with the holders of such Redeemed Bonds.

Section 5. This Ordinance shall take effect immediately.

\* \* \*

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

AYES:

NOES:

The ordinance was declared adopted.

\*\*\*\*\*

## EXHIBIT A

### NOTICE OF REDEMPTION

To the Holders of  
\$2,347,000 Public Improvement (Serial) Bonds-2008  
of the City of Glen Cove, New York,  
dated April 16, 2008

NOTICE IS HEREBY GIVEN that the City of Glen Cove, Nassau County, New York (the "Issuer") has elected to call in and redeem on September 28, 2018 (the "Redemption Date"), all of the above-referenced Bonds (the "Redeemed Bonds") maturing in the years 2019 and thereafter, at a price of 100% of the par amount of the Redeemed Bonds, plus accrued interest, if any, to the Redemption Date. The Redeemed Bonds mature in the principal amounts and on the dates, bear interest at the rates and have the CUSIP numbers, as follows:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>CUSIP Number</u> |
|----------------------|-------------------------|----------------------|---------------------|
| April 15, 2019       | \$175,000               | 4.125%               | 3774244 T0          |
| April 15, 2020       | 185,000                 | 4.125                | 3774244 U7          |
| April 15, 2021       | 195,000                 | 4.125                | 3774244 V5          |
| April 15, 2022       | 200,000                 | 4.125                | 3774244 W3          |
| April 15, 2023       | 215,000                 | 4.250                | 3774244 X1          |

NOTICE IS HEREBY FURTHER GIVEN that the Redeemed Bonds maturing on or after the Redemption Date should be presented and surrendered for payment as aforesaid on the Redemption Date at the office of the City Clerk, City of Glen Cove, City Hall, 9 Glen Cove Street, Glen Cove, New York, the paying agent of the Issuer for the Redeemed Bonds.

NOTICE IS HEREBY FURTHER GIVEN that interest on the Redeemed Bonds shall cease to be paid after the Redemption Date.

Federal law requires the payor to withhold at the current rate of withholding from the payment if a certified taxpayer (social security) number is not provided. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

Neither the Issuer nor the paying agent shall be responsible for the selection or use of the CUSIP identification numbers printed herein or on the Redeemed Bonds nor is any representation made as to the correctness of any CUSIP identification number shown herein or printed on such Redeemed Bonds. Said CUSIP identification numbers are included solely for the convenience of the holders.

Dated: August 29, 2018

CITY OF GLEN COVE, NASSAU COUNTY,  
NEW YORK



CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on August 28, 2018, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this 28th day of August, 2018.

(SEAL)

\_\_\_\_\_  
City Clerk



538 Broad Hollow Road, 4<sup>th</sup> Floor East  
Melville, NY 11747 | tel 631.756.8000

July 18, 2018

Mr. Thomas S. Cardile, P.E.  
Deputy Director of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove, New York 11542-4106

**Re: City of Glen Cove  
Proposal for Engineering Services  
Annual Chemical Bulk Storage Compliance Audit  
H2M Proposal Letter No.: LP18-0946**

Dear Mr. Cardile:

To assist the City with proactive regulatory compliance, H2M architects + engineers (H2M) is pleased to submit our proposal for professional engineering services to perform the annual chemical bulk storage audit of the City's two sodium hydroxide (caustic soda) facilities located at the Duck Pond Road and Nancy Court.

In compliance with NYSDEC Chemical Bulk Storage Regulations, chemical bulk storage facility owners are required to conduct a comprehensive evaluation of their underground and/or aboveground bulk storage systems on an annual basis. Our records indicate the last inspection was conducted in August 2017.

The annual evaluation will include the following, if applicable:

1. Visual inspection of storage tank and piping systems for cracks, areas of wear, insufficient maintenance, malfunctioning equipment, leak detection and monitoring equipment.
2. Visual inspection of dikes and other secondary containment systems.
3. Visual inspection of underground storage tank manways and cofferdams.
4. Perform cathodic protection evaluation on underground storage tanks.
5. Review of annual cathodic protection evaluations.
6. Checks of spill control, emergency response and fire extinguishing equipment.
7. Evaluating compliance with regulations related to:
  - a. Facility registration
  - b. Spill prevention report updates
  - c. Spill reports
  - d. Periodic Inspections and record keeping practices
8. Preparation of New York State Chemical Bulk Storage Inspection Report.
9. Updating of Spill Prevention report.
10. Recommendations for compliance, if necessary.

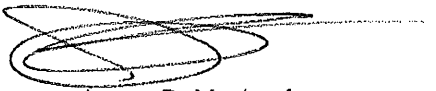
H2M proposes to conduct the annual bulk storage tank evaluations and update the SPRs for 2018 in accordance with the current regulations for a lump sum fee of \$2,400. The inspections can be completed within 30 days of your authorization to proceed. The audit and inspection reports, along with the updated SPRs will be provided within two weeks from the day of inspection.

Should this proposal be acceptable, please provide our office with your written authorization to proceed.

Should you have any questions or comments, please feel free to contact our office.

Very truly yours,

**H2M architects + engineers**

A handwritten signature in black ink, appearing to read 'James D. Muskopf', is written over a horizontal line.

James D. Muskopf  
Senior Discipline Engineer



2 Park Place  
Glen Cove, New York 11542  
Office: 516.676.3028  
Fax: 516.676.8028

## **JOB PROPOSAL**

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### **City of Glen Cove Parks Department Prybill Beach Pier temporary Repairs**

We hereby submit specifications for the following using prevailing wage labor:

1. Excavation of asphalt/concrete surface and expose voids
2. Sawcut perimeter of excavations in preparation for flowable fill
3. Damming of flowable fill locations
4. Pour flowable fill and broom finish matching grade
5. Repair concrete pier cap (3)locations

Unit prices for the following to be added to sum total of above operations

- Concrete / asphalt disposal \$35/cubic yard
- Flowable fill (100 ps concrete) \$138/yd plus 250/load (under 5 yards)

### **Exclusions unless specifically noted above:**

- Any and all of the following items: fume extraction and dust control during welding procedures; testing of welds, lead paint removal, fire watch labor, protection of any surfaces in occupied/unoccupied spaces, premium/overtime labor, permits and engineering, power and connections to power, paint, galvanizing
- Conditions: site must be accessible by heavy duty trucks, staging area must be provided by owner, Sherco Services LLC assumes no responsibility or liability for any work done by others. Electricity must be provided for all equipment used by Sherco by others at local areas of work to be performed prior to commencement of work. If required, water/chemicals must be provided by others for fire safety.

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We purpose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of: \$27,400.00

Terms are to be discussed.

A charge of 1 ½ % per month will be added to all unpaid balances.

Any alteration or deviation from above specifications involving extra costs will be charged as additional work and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal becomes a binding contract when signed by all

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parties. All materials provided by Sherco Services LLC are to remain the property of Sherco Services LLC until full payment is made in the amount listed above with the addition of any change orders/extra work charged. This contract cannot be overridden by any subsequent agreement stated verbally or in written contract



2 Park Place  
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form if detrimental to the benefit  
of Sherco Services LLC.

erratic increases in raw  
materials beyond our control.

**Respectfully submitted**

Note – this proposal may be withdrawn by us if  
not accepted within 30 days, due to

Initials: \_\_\_\_\_

### Acceptance of Proposal

The above prices, specifications and conditions  
are satisfactory and are hereby accepted. You  
are authorized to do the work as specified.  
Payments will be made as outlined above.

**Signature**

\_\_\_\_\_

**Date of Acceptance** \_\_\_\_\_

**Signature**

\_\_\_\_\_

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**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (this "MA") is effective the latest date in the signature block below (the "Effective Date") between Change Healthcare Technology Enabled Services, LLC ("Service Provider") and City of Glen Cove ("Client"), consisting of the MA Terms and Conditions and all Exhibits, Schedules, and Amendments. This MA governs all the Services described on a Service Schedule that is included in this MA during the term.

Subject to the terms and conditions of this MA, Client agrees to purchase from Service Provider, and Service Provider agrees to provide Client with, the service(s) listed in the table below (individually, a "Service" and collectively, the "Services"). The description of each Service provided under this MA and any additional terms and conditions relating to such Service are set forth in the Service Schedule referenced in the table below and attached hereto.

| SERVICES                                       | SERVICE SCHEDULE   |
|--|--------------------|
| Scope of Services – Emergency Medical Services | Service Schedule 1 |

This MA is executed by an authorized representative of each party.

**CITY OF GLEN COVE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

**CHANGE HEALTHCARE  
TECHNOLOGY ENABLED  
SERVICES, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Client:  
9 Glen Street, City Hall  
Glen Cove, New York 11542  
Attention: President

Service Provider:  
5995 Windward Parkway  
Alpharetta, Georgia 30005  
Attention: President

With a copy to the General Counsel at the same address

yes ☐ invoices sent to above  
no ☐ address

If no, list invoice address below:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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**MA TERMS AND CONDITIONS**

**1. TERM**

- 1.1. This MA will begin on the Effective Date and continues until termination or expiration of each Schedule or amendment attached hereunder, unless earlier terminated as set forth herein.
- 1.2. Further, this MA will remain in force so long as there is an active Service Schedule(s).

**2. SERVICES**

**2.1. Responsibilities.**

- 2.1.1. Service Provider will perform the Services set forth on the applicable Service Schedule(s) on behalf of Client.
- 2.1.2. Service Provider agrees to perform the Services in accordance with all material applicable laws, rules and regulations, including applicable third-party payer policies and procedures.
- 2.1.3. Client will provide Service Provider with the necessary data in the proper format to enable Service Provider to properly furnish the Services and any information set forth in the Service Schedule(s) on a timely basis and in a format reasonably acceptable to Service Provider (the "Client Responsibilities"). Client authorizes, to the extent necessary, and directs Service Provider to release any or all necessary data and information (including, without limitation, "Individually Identifiable Health Information" as such term is defined in 45 C.F.R. § 160.103) received by Service Provider. Further, Client shall obtain all necessary consents and agreement from patients to ensure that Service Provider can comply with all applicable federal and state laws and regulations in providing the Services including, but not limited to, HIPAA (as defined herein), and the Telephone Consumer Protection Act (47 U.S.C. Section 227) and related regulations, as well as similar state laws and regulations governing telephone communications with consumers. Client shall ensure that all information it provides to Service Provider may be used by Service Provider for telephone contacts, including obtaining and maintaining a record of the consent Client has obtained from patients to receive telephone contacts from or on behalf of Client.

**2.2. Operating Procedures.**

- 2.2.1. Client acknowledges (i) that the Services or obligations of Service Provider hereunder may be dependent on Client providing access to data, information, or assistance to Service Provider from time-to-time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance of the Services by Service Provider. The parties agree that any delay or failure by Service Provider to provide the Services hereunder which is caused by Client's failure to provide timely Cooperation, as reasonably requested by Service Provider, shall not be deemed a breach of Service Provider's performance obligations under this MA. Therefore, Client hereby acknowledges that such variables are specifically excluded from Service Provider's liability under this MA.
- 2.2.2. Client acknowledges that Service Provider has every incentive to perform the Services in a timely and proficient manner, but the timing and amount of collections generated by the Services are subject to numerous variables beyond Service Provider's control including, without limitation, (i) the inability of third parties or systems to accurately process data, (ii) the transmission of inaccurate, incomplete or duplicate data to Service Provider, (iii) untimely reimbursements or payer bankruptcies, (iv) late charge documentation submissions by Client, or (v) managed care contract disputes between payers and Client. Therefore, Client hereby acknowledges that such variables are specifically excluded from Service Provider's liability under this MA.

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2.2.3. Service Provider will be the sole provider of the Services to Client.

**3. PAYMENT**

- 3.1. Lockbox. An electronic lockbox will be maintained in Client's name at a bank designated by Client. All cash receipts will be deposited into the lockbox. Service Provider will have no ownership rights in the lockbox and will have no right to negotiate or assert ownership of checks made payable to Client. Client will be responsible for all fees associated with such lockbox.
- 3.2. Invoicing Terms. Beginning on the Commencement Date (as defined in each Service Schedule), Client will pay all fees and other charges in U.S. dollars within 30 days after the invoice date. Prior to the Commencement Date, Client further agrees to establish an automatic electronic funds debit arrangement for paying Service Provider's invoices.
- 3.3. Late Payments. Service Provider may charge Client interest on any overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Client will reimburse Service Provider for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.
- 3.4. Suspension of the Services. Service Provider reserves the right to suspend performance of the Services (i) for nonpayment of sums owed to Service Provider that are 30 days or more past due, where such breach is not cured within ten days after notice to Client, or (ii) if such suspension is necessary to comply with applicable law or order of any governmental authority.
- 3.5. Fee Change. Either party may request a fee change in the event of a material change in legislation, Client's business or other market conditions which result in a material change in either the cost associated with Service Provider's provision of the Services or Service Provider's anticipated revenues under this MA. In addition, Service Provider may request a fee change in the event (i) Client fails to disclose to Service Provider information relating to Client's practice, which information, if disclosed prior to the Effective Date, would have led Service Provider to propose a higher fee or (ii) any of the information provided by Client to Service Provider upon which the practice assumptions set forth in any applicable Service Schedule are based, is or becomes inaccurate. In the event either party requests a change in the Fee, the requesting party will provide the non-requesting party with ninety (90) days' prior written notice (the "Notice Period") of the requested change (the "Notice") and such fee change will be effective at the end of the Notice Period. If the non-requesting party provides the requesting party written notice during any such Notice Period that any such fee change request is unacceptable to the non-requesting party, the MA will terminate at the end of the Notice Period and the Fee in place at that time will remain in effect until the end of the Workout Period, if any.

**4. GENERAL TERMS**

**4.1. Confidentiality and Proprietary Rights**

- 4.1.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party confidential information. Except as expressly permitted by this MA, neither party will: (i) disclose the other party's confidential information except (a) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this MA, or (b) to the extent required by law following prompt notice of such obligation to the other party, or (ii) use the other party's confidential information for any purpose other than performing its obligations under this MA. Client will not disclose nor cause its employees, agents and representatives to disclose to anyone Service Provider's business practices, trade secrets or Confidential Information, except as legally required. Each party will use all reasonable care in handling and securing the other party's confidential information and will employ all security measures used for its own proprietary information of similar nature. Notwithstanding the foregoing, Client agrees that



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Service Provider may de-identify Client information consistent with the HIPAA Privacy Rule and use Client information and data from transactions received or created by Service Provider for statistical compilations or reports, research and for other purposes (the "Uses"). Such Uses shall be the sole and exclusive property of Service Provider.

4.1.2. Use and Disclosure of Billing Software.

- (a) Client agrees that the software Service Provider uses to perform the Services (the "Billing System") is proprietary and confidential and that Service Provider is the sole owner or licensee of the Billing System. All report formats and reports generated by the Billing System are produced and will be made available to Client for internal operational purposes only.
- (b) Client will not disclose or cause its employees, agents and representatives to disclose to anyone the Billing System or any information it receives about the Billing System, except as legally required.

4.1.3. Period of Confidentiality. The restrictions on use, disclosure and reproduction of confidential information set forth in Section 4.1, which are a "trade secret" (as that term is defined under applicable law) will be perpetual, and with respect to other confidential information such restrictions will remain in full force and effect during the term of this MA and for three years following the termination of this MA. Following the termination of this MA, each party will, upon written request, return or destroy all of the other party's tangible confidential information in its possession and will promptly certify in writing to the other party that it has done so.

4.1.4. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 4.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the breached party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 4.1.4 will limit any other remedy available to either party.

4.1.5. Retained Rights. Client's rights in the Services will be limited to those expressly granted in this MA. Service Provider and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (i) made or developed at Client's request, (ii) made or developed in cooperation with Client, or (iii) made or developed by Client, will be solely owned by Service Provider or its suppliers. Service Provider retains title to all material, originated or prepared for Client under this MA. Client is granted a license to use such materials in accordance with this MA. For purposes of clarification, all data used in the reports prepared by Service Provider in the performance of Services or Client, and all rights and interests therein, shall be the sole property of Client. The form of the reports, work product, including processes and templates used to prepare such reports shall be the sole property of Service Provider.

4.2. Termination.

4.2.1. Termination for Default. Either party may terminate this MA by providing 30 days prior written notice of termination to the other party, if the other party (i) materially breaches this MA and fails to remedy or commence reasonable efforts to remedy such breach within 15 days, and materially cure within 45 days, after receiving notice of the breach from the terminating party, (ii) materially breaches this MA in such a

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way that cannot be remedied, (iii) commences dissolution proceedings or (iv) ceases to operate in the ordinary course of business.

4.2.2. Termination for Payment Default. Service Provider may terminate this MA immediately if Client defaults on its payment obligations under this MA and such payment default is not cured within ten days of written notice from Service Provider.

4.2.3. Termination by Service Provider.

- (a) Service Provider may immediately terminate this MA without incurring any liability to Client if Service Provider does not receive the clean test file or completed implementation discovery packet within three months of the Commencement Date of a Service Schedule and Client will pay Service Provider for all expenses incurred prior to the termination date; or
- (b) If Service Provider uses third-party software to provide the Services, Client agrees to execute additional documents other than the MA, including but not limited to nondisclosure or proprietary material documentation that is reasonably required by Service Provider or any other third-party software licensor. If Client is unwilling to sign such additional documentation, Service Provider may terminate this MA 90 days after Service Provider presented the documentation to Client.

4.2.4. Termination by Client. Client may terminate this MA immediately if Service Provider fails to cure any material breach of the "Business Associate Agreement" (set forth on Exhibit A to this MA) within 30 days of Service Providers receipt of written notice from Client specifying the breach.

4.2.5. Termination Procedures – Service Provider Billing System. In the event this MA or any Service Schedule is terminated or expires, Client will notify Service Provider in writing no later than ten business days prior to the expiration or termination of the Service Schedule of its choice of either the option set forth in sub-Section (a) below or the option set forth in sub-Section (b) below as a means of transferring its accounts receivable from Service Provider to another provider of billing services (except as otherwise set forth in sub-Section (c) below, in which case only the procedures set forth in sub-Section (b) will apply).

- (a) Workout Period. Upon the effective date of termination/expiration, Service Provider shall cease to enter new patient and charge data into the Billing System on behalf of Client, but will continue to perform the Services identified in the applicable Service Schedule at the then-current rates hereunder, for a period of 90 days with respect to all of Client's accounts receivable arising from charges rendered prior to the termination date (such period hereinafter referred to as the "Workout Period"). After the Workout Period, Service Provider will discontinue processing such accounts receivable, and after full payment of all fees owed (1) deliver to Client a final list of accounts receivable and (2) provide reasonable transitional services, as set forth on Exhibit C to this MA. After completion of the above, Service Provider will have no further obligations to Client, except as expressly set forth in this MA. The parties agree that all applicable terms and conditions of this MA will be in full force and effect until the end of the Workout Period.
- (b) Fees. For Client's accounts receivable for which Service Provider receives a Fee based on a percentage of the Net Collections (as defined in the Service Schedule[s]), Client shall pay Service Provider, on or before the effective date of termination/expiration, a one-time fee equal to the average monthly invoice for the six (6) months immediately preceding the effective

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date of such termination multiplied by one and one-half (1.5) (the "Services Rendered Fee"). With respect to Client's accounts receivable for which Service Provider receives a Fee based on a set dollar amount, no additional fees shall be owed to Service Provider as of the effective date of termination/expiration. Upon the effective date of termination/expiration of this MA or Service Schedule, Service Provider shall be immediately relieved of its obligation to provide any further Services on behalf of Client. After full payment of all fees owed, including but not limited to the Services Rendered Fee, Service Provider will deliver to Client a final list of accounts receivable and provide reasonable Transitional Services, as set forth on Exhibit C to this MA. After completion of the above, Service Provider will have no further obligations to Client, except as expressly set forth in this MA. The Services Rendered Fee does not limit the rights and remedies Service Provider may have against Client arising out of any breach of this MA.

- (c) Default Selection. If (i) this MA is terminated by Service Provider pursuant to the terms set forth in Section 4.2.2, or (ii) Client fails to make the above-required selection in the allotted time, only the procedures set forth in Section 4.2.5(b) will apply with regards to any termination/expiration transition.

- 4.2.6. Survival of Provisions. Those provisions of this MA that, by their nature, are intended to survive termination or expiration of this MA will remain in full force and effect, including, without limitation, the following Sections of this MA: 3 (Payment), 4.1 (Confidentiality), 4.3 (Limitation of Liability), 4.6.3 (Books and Records), and 4.10 – 4.26 (Governing Law – Entire Agreement).

4.3. Limitation of Liability.

- 4.3.1. Total Damages. Service Provider's total cumulative liability in connection with, or related to this MA will be limited to the sum of fees paid by Client to Service Provider during the 12-month period preceding the date of the claim, as applicable, whether based on breach of contract, warranty, tort, product liability or otherwise. Service Provider will have no liability for systems beyond the control of Service Provider.
- 4.3.2. Exclusion of Damages. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 4.3.3. Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS MA.

- 4.4. Internet Disclaimer. CERTAIN PRODUCTS AND SERVICES PROVIDED BY SERVICE PROVIDER UTILIZE THE INTERNET. SERVICE PROVIDER DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SERVICE PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SERVICE PROVIDER'S OR CLIENT'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

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- 4.5. Civil Monetary Fine or Penalty. Service Provider will pay any civil or monetary fine or penalty and interest (but not overpayments) assessed against Client by Medicare, Medicaid or other third-party health insurance provider arising out of Service Provider's sole negligence or willful misconduct in the performance of its obligations under this MA. Overpayments received by Client are the sole responsibility of Client.
- 4.6. Audits.
- 4.6.1. Internal Audit by Client. Client may use its own internal resources ("Internal Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal controls performed and maintained by Service Provider. Service Provider will provide the Internal Auditors with information that the Internal Auditor determines to be reasonably necessary to perform and complete the audit procedures. Client agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.
- 4.6.2. Third-Party Audit by Client. Client may engage, at its own expense, independent, external, third-party auditors ("Third-Party Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal control performed and maintained by Service Provider. If Client engages Third-Party Auditors, who perform, or are associated with a group who performs, billing and accounts receivable management services substantially similar to any of the Services identified on any Service Schedule to this MA, such Third-Party Auditors may not visit Service Provider's processing facility or audit the actual billing and collection process. Service Provider will provide the information that the Third-Party Auditors determine to be reasonably necessary to perform and complete all audit procedures. The Third-Party Auditors shall execute Service Provider's "Confidentiality Agreement", substantially in the form attached hereto as Exhibit B, prior to the start of the audit. Client agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.
- 4.6.3. Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(v)(1)(i) and (ii), for a period of four years after the Services are furnished, the parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this MA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of \$10,000 or more over a twelve month period.
- 4.7. Warranties
- 4.7.1. Service Provider.
- (a) Prior to the Commencement Date. Unless Service Provider provided Services prior to the Commencement Date of any Service Schedule, Client will be responsible for all matters related to Client's practice prior to the Commencement Date, including, but not limited to, Client's billings, collections, third party reimbursements, accounts receivable and credit balances.
- (b) Disclaimer of Warranties. Service Provider disclaims any warranties or representations pertaining to the timing and amount of collections generated by the Services. Client acknowledges and agrees that Client is solely responsible for refunding any overpayments and processing any unclaimed property payments. Service Provider will provide Client with written notice of unresolved credit balances of which Service Provider becomes aware (such as overpayments or unclaimed property).

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4.7.2. Client.

(a) Charges and Information.

(i) Client represents and warrants that it will forward to Service Provider (pursuant to the applicable Service Schedule[s]) only charges for which Client is entitled to bill. Client agrees to monitor and to refrain from knowingly submitting false or inaccurate information, charges, documentation or records to Service Provider and to ensure that the documentation provided by Client or an agent of Client to Service Provider supports the medical services provided by Client. Client acknowledges and agrees it has an obligation to report and correct any credible evidence of deficiencies on the part of Client. Client also acknowledges that Service Provider does not make a determination of medical necessity for any claims.

(ii) Client acknowledges and agrees that Service Provider is not a collection agency. Client represents and warrants that any debt or account referred to Service Provider pursuant to this MA is not in default or delinquent or has not been written off as bad debt. If any accounts are found to be written off, in default or otherwise delinquent, Client agrees to immediately recall those accounts from Service Provider's responsibility under this MA.

(b) Release of Information. Client represents and warrants that Client has obtained a release of information and insurance assignment of benefits from all individuals for whom Client is submitting charges to Service Provider for the provision of the Services and will immediately notify Service Provider if such release of information and insurance assignment of benefits is changed or revoked or if such individual refused/failed to execute such documents. Client further agrees to provide a copy of such signed documents upon Service Provider's request. The term "individuals" in this Section refers to the individual physicians/practitioners, or group members, on whose behalf the Client is directing Service Provider to submit claims.

4.8. Business Associate. The parties agree to the obligations set forth in Exhibit A.

4.9. Exclusion From Federal Healthcare Programs. Each party warrants that it is not currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (i) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will immediately notify the other in the event that it, or any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities.

4.10. Governing Law. This MA is governed by and will be construed in accordance with the laws of the State of Georgia, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code. Each party agrees that exclusive venue for all actions, relating in any manner to this MA will be in a federal or state court of competent

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jurisdiction located in Fulton County, Georgia.

- 4.11. Claims Period. Any action relating to this MA and any claim for damages, including, but not limited to, a claim for recurring damages arising out of the same cause or event, other than collection of outstanding payments, must be commenced within six months after the date upon which the cause of action occurred.
- 4.12. Assignment and Subcontracts. Neither party will assign this MA without the prior written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Service Provider may, upon notice to Client, assign this MA to any affiliate or to any entity resulting from the transfer of all or substantially all of Service Provider's assets or capital stock or from any other corporate reorganization. Service Provider may subcontract its obligations under this MA.
- 4.13. Severability. If any part of a provision of this MA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this MA will not be affected.
- 4.14. Notices. All notices relating to the parties' legal rights and remedies under this MA will be provided in writing and will reference this MA. Such notices will be deemed given if sent by: (i) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (ii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.
- 4.15. Waiver. Failure to exercise or enforce any right under this MA will not act as a waiver of such right.
- 4.16. Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused in whole or in material part to any cause beyond its sole control, including but not limited to fire, accident, labor, dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, terrorism, transportation delays, shortage of raw materials, energy, or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.
- 4.17. Amendment. This MA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. To avoid doubt, this MA may not be amended via electronic mail or other electronic messaging service.
- 4.18. No Third-Party Beneficiaries. Except as specifically set forth in a Service Schedule, nothing in this MA will confer any right, remedy, or obligation upon anyone other than Client and Service Provider.
- 4.19. Relationship of Parties. Each party is an independent contractor of the other party. This MA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.
- 4.20. Non-solicitation of Employees. During the term of this MA and for a period of 12 months following the termination of this MA, each party agrees not to employ, contract with for services, solicit for employment on its own behalf or on behalf of any third party, or have ownership in any entity which employs or solicits for employment, any individual who (i) was an employee of the other or its parent, affiliates or subsidiaries at any time during the preceding 12 months and (ii) was materially involved in the provision or receipt of the Services hereunder without the prior written consent of the other party. Notwithstanding the foregoing, upon any termination of this MA, Client may rehire any individual who was employed by Client on the Effective Date, and who was hired by Service Provider on or after such date. Each party agrees that the other party does not have an adequate remedy at law

**CONFIDENTIAL AND PROPRIETARY**

to protect its rights under this Section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.

- 4.21. Publicity. The parties may publicly announce that they have entered into this MA and describe their relationship in general terms, excluding financial terms. The parties will not make any other public announcement or press release regarding this MA or any activities performed hereunder without the prior written consent of the other party.
- 4.22. Construction of this MA. This MA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this MA, "will" means "shall," and "include" means "includes without limitation." The parties may execute this MA in one or more counterparts, each of which will be deemed an original and one and the same instrument.
- 4.23. Conflict Between MA and Schedules. In the event of any conflict or inconsistency in the interpretation of this MA (including its Service Schedules and all Amendments executed hereunder), such conflict or inconsistency will be resolved by giving precedence according to the following order: (a) the Amendment, (b) the Service Schedule, (c) the MA Terms and Conditions and Exhibits, (d) documents incorporated by reference.
- 4.24. Section Headings. The Section headings used herein are for convenience only and shall not be used in the interpretation of this MA.
- 4.25. Authority. Service Provider and Client represent and warrant that they have the full power and authority to enter into this MA, that there are no restrictions or limitations on their ability to perform this MA, and that the person executing this MA has the full power and authority to do so.
- 4.26. Entire Agreement. This MA, including Service Schedules, Exhibits, Amendments, and documents incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

**EXHIBIT A  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between Service Provider ("Business Associate") and Client ("Covered Entity"). Business Associate and Covered Entity may be individually referred to as a "Party" and, collectively, the "Parties" in this Agreement. This Agreement shall be incorporated into and made part of the Underlying Agreement (as defined below).

**STATEMENT OF PURPOSE**

Pursuant to the Underlying Agreement, Business Associate provides services to Covered Entity and Covered Entity discloses certain information, including PHI (as defined below), to Business Associate. The purpose of this Agreement is to protect the privacy and provide for the security of such PHI in compliance with the Privacy Rule and Security Rule.

**SECTION 1: DEFINITIONS**

**"Electronic Protected Health Information" or "Electronic PHI"** will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

**"Privacy Rule"** will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

**"Protected Health Information" or "PHI"** will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

**"Security Rule"** will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

**"Underlying Agreement"** will mean the applicable written services agreement(s) between Covered Entity and Business Associate under which Covered Entity may disclose PHI to Business Associate.

**Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

**SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Permitted Uses of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.3 Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this Agreement), and that the person



agrees to notify Business Associate of any instances in which it is aware that the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

### **SECTION 3: OBLIGATIONS OF BUSINESS ASSOCIATE**

3.1 Appropriate Safeguards. Business Associate will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 Business Associate's Agents. Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to Business Associate with respect to such PHI.

3.4 Access to PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

3.5 Amendment of PHI. To the extent Business Associate agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity.

3.6 Documentation of Disclosures. Business Associate will document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. Business Associate will provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance

with Section 3.6 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate that is not permitted by this Agreement.

3.10 Minimum Necessary. Business Associate will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

#### SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Covered Entity will notify Business Associate fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. Covered Entity will make such notification to the extent that such limitation, restriction, or change may affect Business Associate's use or disclosure of PHI.

#### SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, at Covered Entity's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this Agreement, Business Associate will: (a) extend the protections of this Agreement

to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3.3 The respective rights and obligations of Business Associate under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

#### **SECTION 6: COOPERATION IN INVESTIGATIONS**

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

#### **SECTION 7: COMPLIANCE WITH LAW**

Business Associate will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

#### **SECTION 8: AMENDMENT**

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

#### **SECTION 9: GENERAL**

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Covered Entity will not assign this Agreement without the prior written consent of Business Associate, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Covered Entity and Business Associate.

**EXHIBIT B**  
**CONFIDENTIALITY AGREEMENT**

Service Provider and City of Glen Cove ("Client") have entered into an agreement whereby Service Provider provides certain services (the "Services") to Client (the "Master Services Agreement"). Client has entered into a contractual relationship with \_\_\_\_\_ ***[insert name of person/entity performing the audit]*** ("Recipient") and instructs Service Provider to allow Recipient to review certain information in Service Provider's possession regarding Client's business and accounts receivable billing and collections performed by Service Provider ("Client Proprietary Information"). Therefore, in consideration of the mutual covenants and conditions contained in this Confidentiality Agreement (the "Confidentiality Agreement"), Recipient and Client agree as follows:

A. During the course of Recipient's examination and review of Client Proprietary Information, Recipient may be exposed to or review certain proprietary information regarding Service Provider ("Service Provider Proprietary Information"). Service Provider Proprietary Information refers to any and all data and information relating to the business of Service Provider which has value to Service Provider and is not generally known by its competitors or the public, including, without limitation, financial information, inventions, methods, techniques, actual or potential customers and suppliers, the Master Services Agreement, Service Provider's business practices or other trade secrets or confidential information of Service Provider, all report formats, and existing and future products and computer systems and software. Recipient acknowledges and agrees that all Service Provider Proprietary Information and all physical embodiments thereof are confidential to Service Provider and are and will remain the sole and exclusive property of Service Provider. All Service Provider Proprietary Information acquired by Recipient will be kept strictly confidential and will not be disclosed to any other person or entity (including any entity affiliated with or any division of Recipient).

B. Service Provider Proprietary Information does not include information which (i) is publicly known or which becomes publicly known through no act or failure to act on the part of Recipient; (ii) is lawfully obtained by Recipient from any third party entitled to disclose such information; (iii) is in the lawful possession of Recipient prior to such information having been disclosed to Recipient by Service Provider; or (iv) is independently developed by Recipient.

C. Recipient further agrees that during Recipient's engagement by Client and for a period of one (1) year following any termination of Recipient's engagement for whatever reason, Recipient will not, directly or indirectly, on Recipient's own behalf or in the service of, or on behalf of any other individual or entity, divert, solicit or hire away, or attempt to divert, solicit or hire away, to or for any individual or entity, any person employed by Service Provider, whether or not such employee is a full-time employee, temporary employee, leased employee or independent contractor of Service Provider, whether or not such employee is employed pursuant to written agreement and whether or not such employee is employed for a determined period or at-will.

D. Recipient acknowledges that great loss and irreparable damage would be suffered by Service Provider if Recipient should breach or violate the terms of this Confidentiality Agreement. In the event Recipient breaches or violates this Confidentiality Agreement, Recipient agrees that Service Provider would not have an adequate remedy at law and, therefore, that Service Provider would be entitled to a temporary restraining order and permanent injunction to prevent a breach of any of the terms or provisions contained in this Confidentiality Agreement, in addition to any monetary damages that may be available at law or equity. Recipient's obligations under this Confidentiality Agreement will survive indefinitely.

E. Recipient represents and warrants that (i) it has the full power and authority to enter into this Confidentiality Agreement, and (ii) the person executing this Confidentiality Agreement has the full power and authority to do so.

IN WITNESS WHEREOF, Recipient has signed this Confidentiality Agreement as of the date below written.

**RECIPIENT:**

By:

**SAMPLE**

Printed Name:

(No Signature Required)

Title:

Date:

**CLIENT:****City of Glen Cove**

By:

**SAMPLE**

Printed Name:

(No Signature Required)

Title:

Date:

EXHIBIT C

TRANSITION SPECIFICS

Upon termination or expiration of this MA, for any reason, Service Provider agrees to provide the following assistance to Client or Client's designated agent to transfer Service Provider's responsibilities under this MA and Service Schedule to Client or Client's designated agent ("Transitional Services"):

|                                    |   |
|------------------------------------|---|
| Data specifications                | Patient information will be provided via a write-protected CD. Detailed specifications will be provided to Client or Client's designated agent.   |
| Technical and Operational contacts | Service Provider Support contacts will be provided to answer questions regarding the specifications document and operational requirements. Questions may be presented by Client or its designee.  |
| Test CD                            | A test CD will be provided containing 100 patient accounts and their associated transaction activity.   |
| Final CD                           | A final CD will include all debit and credit balance accounts residing in the active AR. Zero balance accounts will be provided up to the age of two years (based on the date the account was placed on the system). Patient demographic and transaction information is included.   |
| Utility file codes                 | <p>Listings will be provided to Client or its designee for the following files:</p> <ul style="list-style-type: none"><li>Charge codes, description and CPT</li><li>Referring physician code, name and NPI (if available)</li><li>Performing physician, code and name</li><li>Location of service, code and description</li><li>Transaction codes and description</li></ul> |

**SERVICE SCHEDULE 1****SCOPE OF SERVICES – EMERGENCY MEDICAL SERVICES (FOR EMERGENCY TRANSPORT)**

The MA Terms and Conditions and this Service Schedule apply to all services rendered by Service Provider under this Service Schedule.

**1. TERM**

- 1.1. Initial Term of Schedule. The initial term of this Service Schedule is three years (the "Schedule Term") beginning August 1, 2018 (the "Commencement Date").
- 1.2. Automatic Renewal. This Service Schedule will automatically renew for two one-year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the MA.

**2. SCOPE OF SERVICES**

- 2.1. Scope. Service Provider will provide the services as specified below based on information provided by Client for services rendered by Client in accordance with the terms of the MA and this Service Schedule.
- 2.2. Responsibilities. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.

**2.2.1. Service Provider Responsibilities.****(a) Billing Responsibilities. Service Provider will:**

- (i) Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of fees;
- (ii) Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims shall be submitted at least weekly based on the availability of information received from the Client;
- (iii) Provide all HCFA-1500 universal claim forms needed to submit claims for services provided by the Client;
- (iv) Print and mail patient statements for accounts with patient balances greater than \$5.00. Mail up to three statements according to the schedule set forth by the Client, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Client maintains appropriate waiver documentation. Client shall specify if residents receive a balance due statement and if unpaid patient balance due amounts are written-off or forwarded to a collection agency for further activity;
- (v) Receive from Client's lockbox, notification of payment and original remittance advices, and all other billing correspondence, as appropriate;
- (vi) Enter all remittance information, including, contractual adjustments for third-party payers with which the Client participates (based upon an approved list provided by the Client), and submit secondary insurance claims as necessary;
- (vii) For a period of one year, maintain a paper or electronic copy of explanation of benefit statements ("EOBs") received from third-party payers. At the end of one year, all EOBs will be returned to Client when requested or may be destroyed by Service Provider;

- (viii) Evaluate appropriate documentation of any request by a patient, third-party, or referring physician for an adjustment to a patient's bill, and coordinate findings with Client;
  - (ix) Follow coding and billing standards as established by organizations recognized as experts in coding and billing including, but not limited to, the American Medical Association (AMA);
  - (x) Recommend and assist Client in establishing fees for new services;
  - (xi) Provide perpetual updates to master Current Procedural Terminology (CPT) coding and descriptions, and maintain current database of ICD codes and edits; and
  - (xii) Assist with designing for the Client all necessary forms, fee slips, insurance authorizations, etc., for processing. Costs of actual forms, etc. will be the responsibility of Client.
- (b) Collection Responsibilities. In undertaking these responsibilities, Service Provider will:
- (i) Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries shall be made within 24 hours whenever possible;
  - (ii) Pay for all telephone costs for patient and third-party payer inquiries and follow-up;
  - (iii) Pursue balances with any third-party payer as follows:
    - Monitor the balances and follow-up either in writing or by telephone, as appropriate, when payments are overdue.
    - Monitor all payments received against anticipated payments. Discrepancies noted shall be reviewed and, when appropriate, contact will be made by telephone, in writing, or in person with the third-party payer to request claim review.
    - Monitor payment patterns for each third-party payer at least monthly to identify any third-party payer with large amounts of pending open claims. Appropriate action shall be taken with the third-party payer to expedite prompt payment.
    - In the event any claim is denied by any third-party payer for reasons other than a patient's insured status, Service Provider shall use its commercially reasonable efforts to re-submit a clean claim in a timely manner. In the event a claim is denied as a result of improper coding or other act attributable to Service Provider, Service Provider shall pursue a timely appeal of the denied claim.
    - Follow up with the third-party payer on assigned claims based upon the appropriate strategy for working with such third-party payer.
  - (iv) Pursue balances with patients by attaching notes on statements at pre-determined intervals using language approved by Client; and
  - (v) Amounts due from a third-party or patient, that have not been collected after the activities described above and that have aged greater than 120 days, will be considered uncollectable. Service Provider will provide pertinent demographic and transactional detail to the Client identifying uncollectable accounts monthly. Unless otherwise instructed by the client, Service

Provider will write-off the identified accounts as bad debts and will cease collection efforts associated with those accounts.

- (c) Credentialing Responsibilities with Third-Party Payers. Service Provider shall be responsible for:
  - (i) Completing all necessary paperwork and submitting applications to establish provider numbers. Service Provider has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. Service Provider will assist in follow-up activities to gain approval; and
  - (ii) Providing necessary credentialing information to new payers or updates to existing payers.
- (d) Reporting Responsibilities. Service Provider shall be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, Service Provider will:
  - (i) Produce monthly activity and summary reports as follows:
    - 1. Fire/EMS Executive Summary - of the EMS for current month and year to date produced by:
      - a. Number of transports and gross charges/receipts by level of service delivered;
      - b. Drop off location; and
      - c. Payer Category Analysis.
    - 2. Financial Summary - of charges, write-offs and payments of the Services for current month and year to date analyzed by:
      - a. Current charges and payments received;
      - b. Payer Category Analysis; and
      - c. Summary aging of accounts receivable and adjustments and write-offs.
  - (ii) Provide off-site back up of all active data files; and
  - (iii) Provide additional reports reasonably requested by the Client.
- (e) Implementation. Service Provider shall be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, Service Provider shall:
  - (i) Assign an account manager to Client who shall be responsible for the following:
    - 1. Act as primary contact with the personnel of Client;
    - 2. Serve as the liaison with the Service Provider employees assigned to perform services for Client;
    - 3. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
    - 4. Work closely with Client to ensure a smooth transition and implementation;
    - 5. Review all participating insurance agreements; and
  - (ii) Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections; and
  - (iii) Maintain knowledge about prevalent government and third-party payer regulations and guidelines to assist Client in conformance with such regulations.



2.2.2. Client Responsibilities. In order for Service Provider to undertake the billing and collection services, Client will:

- (a) Subject to the terms of the MA, appoint Service Provider as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Client and on Client's behalf, from patients, insurance companies, Medicare, Medicaid and all other third-party payers, all charges resulting from the provision of equipment, devices and supplies provided to patients and for all services rendered to patients, including, but not limited to, technical and ancillary services and all professional medical service or EMS provided by Client.
- (b) Cause the personnel of Client to timely submit to Service Provider the name of the patient when available, a paper copy of the Patient Care Report or an electronic extract when available, the date of service, a description of the nature, and the extent of services provided and any supporting medical information necessary to obtain payment or reimbursement. Service Provider shall rely on the truth and accuracy of such information and shall not in any event be required to verify medical treatment information submitted to Service Provider by the Client. Furthermore, Client shall use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents, and signatures necessary for Service Provider to collect payment for reimbursement on behalf of Client;
- (c) Assist Service Provider with establishing dialog with transport hospitals means to gather patient demographic and insurance data from transport hospitals when requested, or provide copies of the hospital face sheet if other means of capturing this data are not available.
- (d) Be solely responsible for securing or causing to be secured from or on behalf of patients whose accounts are covered under this Service Schedule, any and all necessary consents for the release of information to third parties as contemplated by this Service Schedule, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Client shall notify Service Provider in the event that assignment was not obtained;
- (e) Supply complete and accurate patient charge information;
- (f) Provide to Service Provider a schedule of professional fees charged for services rendered by Client. Service Provider shall make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Client to the effective date of any such revision. Service Provider shall continue to bill at the rates then in effect until receipt of such notice. Fee schedule revisions must include an effective date for the new charges;
- (g) Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;
- (h) Provide all input forms;
- (i) Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;
- (j) Be responsible for all medical decisions concerning patient care; and
- (k) When refunds are necessary, write a check to Service Provider's refund account for refunds to be sent to the patient or third-party payer based upon information provided by Service Provider.

**3. SERVICE FEES**

- 3.1. Client agrees to pay Service Provider an amount equal to 7.5% of the Net Collections (as defined below) made on Client's accounts receivable during the previous month, except for Client's Medicaid and Medicaid Managed Care accounts receivable.
- 3.2. Net Collections. Net Collections means the total sum of all monies collected for services rendered by Client, less amounts refunded or credited to a patient or third-party payer as a result of overpayments, erroneous payments or bad checks.
- 3.3. Flat Fee for Medicaid and Managed Care Accounts Receivable. Client agrees to pay Service Provider a fixed fee for Medicaid and Medicaid Managed Care accounts receivable. The fixed fee is an amount equal to \$7.50 per claim filed, regardless of the amount of the charges associated with any such claim and the amount of reimbursement, if any, to Client with respect to those of Client's charges for which reimbursement from the Account State Medicaid program or any third-party administrator for the Account State Medicaid program is sought by Service Provider on Client's behalf.
- 3.4. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by Service Provider, for which taxes Client shall be solely responsible. Client shall reimburse Service Provider for all those costs and expenses of Client paid by Service Provider or any subsidiary or affiliate of Service Provider on behalf of Client in connection with the provision of Services hereunder.







## Service Order Form

Order Type: New Service  
SO # 2018-31308

PRO31308

L110580

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Initials \_\_\_\_\_



## Service Order Form

Order Type: New Service  
SO # 2018-31308

### IP Address & BGP Request Form Version 10

Lighttower Fiber Networks conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Lighttower Fiber Networks will assign only the amount of IP addresses that a customer can sufficiently justify with this form for use on their local area network (LAN). Please email completed form with supporting documents to [sales.iprequest@lighttower.com](mailto:sales.iprequest@lighttower.com).

Per ARIN's guidelines (<https://www.arin.net/policy/nrpm.html>), organizations will be assigned address space based on immediate utilization plus six months. Lighttower Fiber Networks is using targets of 25% utilization at service turn up, and 50% at six (6) months. Lighttower Fiber Network explicitly reserves the right to recall any public space not used after the initial six (6) months of the applicable term of any service provided to its customer(s). Organizations must exhibit a high confidence level in their initial and six month utilization and supply documentation as requested. For additional IP block request proof of 80% utilization with detailed host break down or IP SWIP of existing space is required with the new request. Lighttower Fiber Networks reserves the right to perform network scans across its customer's allocations to verify compliance. If you have any questions about the IP assignment policy or process, please review ARIN's Address Assignment Policy and Procedures (<https://www.arin.net/policy/nrpm.html>)

#### 1. General Information: All fields are mandatory. Any missing justification will delay in the processing of the request.

|                                 |  |
|---------------------------------|--|
| Customer Name                   |  |
| Address 1                       |  |
| Address 2                       |  |
| City State ZIP                  |  |
| ARIN ORG Handle (if available)  |  |
| Order Information or Circuit ID |  |

|   |  |
|---|--|
| Technical Contact Name (Last, First)      |  |
| ARIN Handle (if available)                |  |
| Email Address (if different from ARIN db) |  |
| Direct Phone                              |  |

#### 2. Existing IP Address Space

Do you currently have IP space? ☐ Yes ☐ No

If yes, who assigned or allocated your IP addresses?

If you have existing IP address space, are you planning on renumbering into Lighttower Fiber Networks and or associated IP space?

☐ Yes ☐ No

If yes, will you be able to complete your renumbering within three (3) months from date of service delivery?

☐ Yes ☐ No

Please list any allocated IP space at this location even if you are not planning on re-numbering your network.

| Subnet/Prefix (w.x.y.z/xx) | Being renumbered? | Date Allocated | Allocated By: | Globally Routable? |
|----------------------------|-------------------|----------------|---------------|--------------------|
|                            |                   |                |               |                    |
|                            |                   |                |               |                    |
|                            |                   |                |               |                    |
|                            |                   |                |               |                    |
|                            |                   |                |               |                    |



## IP Address & BGP Request Form Version 10 (p 2)

### 3. New IP Space Request

**/24 Requests:** Lighttower will provide a maximum of one /24 equivalent space which can be discontiguous. Lighttower will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2014.2 section 4.2.3.6, Lighttower must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Lighttower Fiber Networks explicitly reserves the right to recall without customer recourse any public space not used in the fashion herein delineated. You must also have your secondary provider confirm they are providing you with service and that they are not providing you with routable space, only link addresses. For requirements other than stated herein, you must work with ARIN directly.

**IP Request Forecast:** please specify the number of addresses requested and provide the following justification (attaching more pages as needed). Any prefix /29 and larger will be statically routed over a directly connected /30 or /31.

| Time Span               | Number of Addresses Requested |
|-------------------------|-------------------------------|
| At service turn up      | /29 (6 addresses)             |
| Within three (3) months | /29 (6 addresses)             |

**Network Address Translation (NAT)** - If NAT (see RFC2663) is not being used, provide an explanation why it cannot be implemented. If NAT is being used, provide some specifics such as Private IP to Public IP ratios.

| Host Type/Use | In Use Now | Total after six months | NAT Ratio | Description |
|---------------|------------|------------------------|-----------|-------------|
|               |            |                        |           |             |
|               |            |                        |           |             |
|               |            |                        |           |             |
|               |            |                        |           |             |
|               |            |                        |           |             |
|               |            |                        |           |             |
|               |            |                        |           |             |
| <b>Totals</b> |            |                        |           |             |

If you plan to peer with Lighttower, please provide the following information:

ASN:

Requested Advertisement: Pick from Drop Down

MD5 Key (plain text) if desired:

Are you Multihomed?

|              |
|--------------|
|              |
| Default Only |
|              |

☐ Yes

☐ No

(If yes, letter from secondary service provider as stated in /24 request section above is required)

**Please provide Letter of Authorization (LOA) on company letterhead for all subnets you plan to advertise to Lighttower.**

### 4. Signature

Customer, through its duly authorized representative, represents and warrants that the above information is true and correct. Customer agrees and understands that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently. Customer agrees that each Lighttower Fiber Networks company reserves and shall have the right, without liability, to recall any space allocated to Customer not used after the initial six (6) months of the applicable term for the respective service(s).

Customer: \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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

## BUDGET TRANSFER FORM

DEPARTMENT: Finance

BUDGET YEAR 2018

| ACCOUNT<br>NUMBER | ACCOUNT<br>DESCRIPTION | INCREASE<br>BUDGET | DECREASE<br>BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1310-55442       | Training Expenses      | \$5,570.00         |                    |
| A1990-55940       | Contingency            |                    | \$5,570.00         |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |

**Reason for Transfer:**

Transfer funds to provide 3 days of in person computerized Purchasing training to recent hire of Purchasing Agent and Principal Account Clerk.

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

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson  
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance  
Dept, email=sclarson@cityofglencoveny.org, c=US  
Date: 2018.04.06 11:03:37 -0400 Date: 8/9/18

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





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

## BUDGET TRANSFER FORM

DEPARTMENT: City Clerk

BUDGET YEAR 2018

| ACCOUNT<br>NUMBER | ACCOUNT<br>DESCRIPTION | INCREASE<br>BUDGET | DECREASE<br>BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1410-51101       | Annual Salary          | \$3,145.64         |                    |
| A1490-51101       | Annual Salary          |                    | \$3,145.64         |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |

**Reason for Transfer:**

Transfer from DPW Salaries to City Clerk Salaries for proposed salary increase.  
from 7/1 to 12/31/18

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

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

Sandra Clarson

Digitally signed by Sandra Clarson  
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance  
Dept, email=sclarson@cityofglencoveny.org, c=US  
Date: 2018.04.06 11:03:37 -0400

Date: 7/31/18

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



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

## BUDGET TRANSFER FORM

DEPARTMENT: City Hall

BUDGET YEAR 2018

| ACCOUNT<br>NUMBER | ACCOUNT<br>DESCRIPTION | INCREASE<br>BUDGET | DECREASE<br>BUDGET |
|-------------------|------------------------|--------------------|--------------------|
| A1220-55416       | Telecommunications     | \$4,000.00         |                    |
| A1990-55940       | Contingency            |                    | \$4,000.00         |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |
|                   |                        |                    |                    |

Reason for Transfer:

Transfer of funds to cover the cost of Crown Castle contract which  
will provide primary internet access to City Hall.

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

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson  
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance  
Dept, email=sclarson@cityofglencoveny.org, c=US  
Date: 2018.04.06 11:03:37 -0400 Date: 8/21/18

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