

Local Law offered by Mayor Tenke and seconded by _____

Local Law No. 02-2018

A Local Law which will adopt a Flood Plan Map Revision promulgated by the Federal Emergency Management Agency (FEMA) by Adding a new Section 154-6(A)(3).

Be it hereby enacted by the City Council of Glen Cove as follows:

Section 1: Article III, Chapter 154-6 Basis for establishing areas of special flood hazard. A new Subsection (3) of the City of Glen Cove Code, is hereby added to read in its entirety as follows:

154-6 (A)(3) LOMR, CASE NUMBER 18-02-0451P, effective November 2, 2018, amending panel 36059C0107G of the Flood Insurance Rate Map.

Section 2: Severability. Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 3: Effective Date. This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Glen Cove Fee Schedule is hereby amended, as follows, effective August 1, 2018:

Ch. 270: Water Rates

Size of Meter (Inches)	Allowance (Gallons)	Current	Proposed
5/8	9,000	\$21.24	\$24.43
3/4	12,000	\$28.32	\$32.57
1	21,000	\$49.56	\$56.99
1 1/2	30,000	\$70.80	\$81.42
2	45,000	\$106.20	\$122.13
3	90,000	\$225.68	\$259.53
4	135,000	\$358.43	\$412.19
6	255,000	\$712.43	\$819.29

Residential meters read and excess water billed quarterly in arrears:

	Current	Proposed
First 45,000 gallons	\$2.36 per 1,000 gallons	\$2.71 per 1,000 gallons
Next 45,000 gallons	\$2.66 per 1,000 gallons	\$3.06 per 1,000 gallons
Over 90,000 gallons	\$2.95 per 1,000 gallons	\$3.39 per 1,000 gallons

Commercial meters read and excess water billed monthly in arrears:

	Current	Proposed
0 – 15,000 gallons	\$2.60 per 1,000 gallons	\$2.99 per 1,000 gallons
15,001 – 30,000 gallons	\$2.95 per 1,000 gallons	\$3.39 per 1,000 gallons
30,000 – 122,000 gallons	\$3.25 per 1,000 gallons	\$3.74 per 1,000 gallons
122,000 + gallons	\$2.86 per 1,000 gallons	\$3.29 per 1,000 gallons

Resolution 6C

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 Philip Ross Industries to complete the installation of the emergency packed tower aeration system at Duck Pond Road station, wells 30 and 31, in the amount of \$575,970.48.

Funding: H8300-52260-1831

Resolution 6D

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 A.C. Schultes, to provide an investigation of Seaman Road Well 2S to determine the need for rehabilitation and/or replacement of said well, in the amount of \$13,650.

Funding: H 8300-52260-1827

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Tyler Technologies, to provide ERP – Purchasing Training, in the amount of \$4,200.

Funding: A1310-55442

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a service agreement with Spectrotel Holding Company, LLC to replace and consolidate all the City's analog phone services, Plain Old Telephone Systems (POTS), with a month to month term and two Primary Rate, with no monetary cost as this is to replace a current service.

Funding: A1210-55416 Mayor
A1220-55416 City Hall
A1425-55416 Personnel

A1490-55416 DPW Admin
A3410-55416 Fire
A-5110-55416 DPW Roads

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a revocable marine equipment license agreement with New York State Executive Department Office of Parks, Recreation and Historic Preservation, for the use of vessels loaned to the City of Glen Cove, effective 2018, with no fee due for the term.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a professional service agreement with Bench Strength Partners, Inc. to negotiate leases, licenses, lease buyouts or other agreements for the rental of space on City property for the placement of cellular antennas and related equipment, effective September 26, 2018 through September 25, 2023, as per fee schedule stated in agreement.

Resolution 6I

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 6J

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Damion Stavredes	18-2635	\$2,165.59
Ali Jaffar	18-2618	\$210.78

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby waives the requirements to resubmit any request to erect political signs every thirty days, prior to Election Day, November 6, 2018.

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Lavine For Good Government to erect temporary political signs, until seven (7) days after election day, in the following locations:

15A Elm Ave.
155 School St.
1 Roosevelt St.
220 Glen Cove Ave.
148 Forest Ave.
10 Charles St.
80 Forest Ave.
150 School St.
22 Town Path
Corner Elm and Dougherty Sts.
61 Cedar Swamp Rd.
2 Alexander Pl.
77 Cedar Swamp Rd.
Sea Cliff Ave and Cedar Swamp Rds.

263 Glen Cove Ave.
19 Pearsall Ave.
36 Pearsall Ave.
Sea Cliff Ave. and Cedar Swamp Rd.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Tom Suozzi to erect temporary political signs, until seven (7) days after election day, in the following locations:

(Proposed by Mayor Tenke)

2 Alexander Place
79 Cottage Row
1 Dosoris Lane
15A Elm Avenue
136 Highland Road
1 Roosevelt Avenue
155 School Street
115 Forest Avenue
Forest Avenue
Glen Cove Avenue

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Downtown District to hold their annual “Halloween Parade” and the closing of certain streets on October 27, 2018, with a rain location of Pulaski Street Garage, 12:30 p.m. to 3:30 p.m.

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes parks and Recreation to hold their annual “Howl-O-Ween” Pet Parade on October 28, 2018 from 9:00 a.m. to 2:00 p.m. and the closing of the certain streets.

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Bully Proof Project/HMTC to erect lawn signs, September 30, 2018 through October 16, 2018, to advertise annual “Bully Awareness Walk”.

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Congregation Tifereth Israel to erect lawn signs October 27, 2018 until November 13, 2018, to advertise their annual “Tag Sale”.

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the YMCA at Glen Cove to host a “Carnival”, October 27 and 28, 2018, 11:00 a.m. through 5:00 p.m.

Resolution 6S

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorized the Mansion at Glen Cove to erect lawn signs September 20, 2018 through September 30, to advertise their annual “Oktoberfest at the Mansion”.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

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

WHEREAS, an eligible list No. 64780 was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Joseph M. Heffernan is certified as eligible under list No. 64780 by the Glen Cove Municipal Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED, that, Joseph M. Heffernan is hereby appointed as a Police Officer with the Police Department with an annual salary of \$42,000 with an effective date of September 26, 2018.

Funding: PD3120-51101

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Destin M. Harvey as part-time Cleaner, with Department of Public Works, at \$12.00 per hour effective Tuesday, September 04, 2018.

Budget Line: A1490 – 51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons to the Youth Bureau, as indicated:

Name	Title	Wage	Effective	Budget Code
Amber N. Solomito	Youth Services Worker	\$9.00 per hour	9/26/2018	A7050 51123
Kellie M. Paolillo	Youth Services Worker	\$16.00 per hour	9/26/2018 - 6/30/2019	A7050 51120

Name	Title	Wage	Effective	Budget Code
Jasmine C. Rivero	Youth Services Worker	\$16.00 per hour	9/26/2018 - 6/30/2019	A7050 51120
Mozelle L. White	Youth Services Worker	\$12.50 per hour	9/26/2018 - 6/30/2019	A7050 51123
Michael T. Banks	Youth Services Worker	\$11.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Nancy E. Dagress	Youth Services Worker	\$12.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Pallavi Mangal	Youth Services Worker	\$9.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Martha Ruiz-Reyes	Youth Services Worker	\$12.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Monica B. Salinas	Youth Services Worker	\$12.50 per hour	9/26/2018 - 6/30/2019	A7050 51123
Debora A. Solomito	Youth Services Worker	\$10.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Joann Sposato	Youth Services Worker	\$11.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Natalia S. Ventura	Youth Services Worker	\$16.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Racquel V. Williams	Youth Services Worker	\$9.00 per hour	9/26/2018 - 6/30/2019	A7050 51123
Ana J. Zelaya-Rivera	Youth Services Worker	\$8.50 per hour	9/26/2018 - 6/30/2019	A7050 51123

Resolution 8A-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Francis X. Ferrante to Finance Committee, effective September 26, 2018 through September 26, 2020.

Resolution 8A-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints John J. Fielding to Finance Committee, effective September 26, 2018 through September 26, 2020.

Resolution 8A-3

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Anthony Guagenti to the Finance Committee, effective September 26, 2018 through September 26, 2020.

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjusts the salary of Maria O'Connell from Grade 6 Step 1, \$41,642, to Grade 6, Step 4, \$45,038, effective September 26, 2018.

Budget Line: A1310-51101

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adjusts the daily salaries of Lawrence J. Zimmer to \$60 per day and Kenneth E. Moore to \$55 per day, effective October 1, 2018.

Budget Line: PD3120-51120

This Agreement is made as of the _____ day of _____, 2018, by and between the City of Glen Cove, New York Municipal Corporation, hereafter known as the CITY with address at 13 Glen Street, Glen Cove, New York, and Philip Ross Industries (CONTRACTOR) with address at 88 Duryea Road, Melville, New York, a New York Corporation.

WITNESSETH:

WHEREAS, City desires Contractor to construct facilities to support a temporary air stripper in the attached specifications (the Work); and

WHEREAS, Contractor desires to furnish and install the Work pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AGREEMENT**: Contractor agrees to furnish and install the Work described in Exhibit A – Contract Documents in accordance with the specifications set forth therein. In addition, Contractor shall be responsible for the work specified and outlined in this contract document, drawings, and specifications.

2. **TIME OF PERFORMANCE**: Unless otherwise provided in writing, Contractor agrees to provide and install the Work in accordance with the dates specified in this contract.

3. **PURCHASE PRICE**: Subject to the performance by Contractor of its obligations hereunder, City agrees to pay Contractor the sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND FORTY- EIGHT CENTS (\$575,970.48) which shall payable Net 45 after the completion and acceptance by the City.

4. **PAYMENT**: City agrees to pay Contractor in accordance with Section 3 subject to additions and deductions for changes.

Contractor agrees, as a condition precedent to partial payments or final payment, to furnish City with satisfactory releases, waivers of lien, affidavits, etc., and such further evidence as may be required by City to substantiate all reasonably valid claims for labor, material, equipment, appurtenances, etc., used in connection with this Agreement have been fully paid for and are unencumbered.

The parties agree that the City shall retain 5% of the Contract price. The City may withhold, in good faith, any payment on account of: (a) defective work which Contractor has not cured within five (5) days of receiving written notice from City or its Consultant (or such longer period if mutually agreed upon); (b) reasonably valid claims filed or reasonable evidence indicating probable filing of a claim; (c) failure of Contractor to make reasonably valid payments properly to its subcontractors or for material, labor or fringe benefits; or (d) any other grounds

for withholding payment allowed by law. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

In the event that Contractor fails to pay and discharge when due any bills of any kind or nature incurred by Contractor in fulfillment of this Agreement, or if there shall be evidence of any lien or claim against City as a result of Contractor's operations, City shall have the right to retain out of any payment due, or any payment to become due, an amount sufficient for City to completely indemnify City and each of their subsidiaries and affiliates and its and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns against any such lien or claim, including reasonable attorneys' fees incurred by reason thereof. Contractor shall be notified of any claim or lien against City. Contractor shall be given 30 days to rectify the claim or lien prior to any action by City.

No payment made under this Agreement, shall be conclusive evidence of the performances of this Agreement either wholly or in part, and no payment, including final payment, shall be construed to be an acceptance of defective workmanship or improper materials.

5. **SET OFF:** ~~City shall be entitled at all times to set off any amount owing at any time from Contractor to City against any amount payable at any time by City under this Agreement. In addition to any right of set off or recoupment provided by law, all amount due Contractor shall be considered net indebtedness of Contractor and its affiliates/subsidiaries; and City shall have the right to set off against or to recoup from any amounts due Contractor and its affiliates/subsidiaries from City and its affiliates/subsidiaries.~~

6. **CHANGES IN SPECIFICATIONS:** City by a writing signed by City and sent to Contractor, shall have the right at any time to make changes in the specifications of any goods, materials, and/or services covered by this Agreement, or the method of shipment or packing or the place of inspection, delivery or acceptance. Upon receipt of any such notice, Contractor shall proceed promptly to make such changes in accordance with the terms of such notice. Contractor shall deliver to City's, within ten (10) days of receipt of City's change notice, a statement showing the effect of any such change in the cost of, and/or the time required for performance of this Agreement, and equitable adjustments shall be made in the contract price or delivery schedule, or both. If any such changes cause an increase or decrease in the time required for performance, an equitable adjustment shall be made and the order modified in writing accordingly. City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Agreement. Contractor shall not make any change in the design, processing, packing, shipping or place of delivery of the materials, goods or services without City's prior written approval.

7. **EXCUSABLE DELAYS:** Neither Contractor nor City shall be liable for loss, damages, detention or delays resulting from delays beyond its reasonable control or caused by but not limited to strikes, restrictions of the United States Government or other governments having jurisdiction, delays in transportation, inability to obtain necessary labor, materials or manufacturing facilities.

8. **WAIVER OF LIEN:** Contractor shall guarantee the Work shall not be subject to invocation of Subcontractor(s) claims to take and sell or hold the equipment as security or payment of debt from Contractor to the Subcontractor(s) with issuance of applicable Waivers of Lien to City. To guarantee the equipment is free of lien, Contractor shall provide City with waivers of lien. Contractor shall execute on behalf of itself and obtain from any of Contractor's subcontractors; material men, mechanics, laborers, and any other persons, firms, corporations, or entities possessing any right to any lien under applicable law, interim or final affidavits and lien waivers for any performance or work done hereunder and for any items sold hereunder or services performed hereunder in exchange for interim or final payment for said items or services.

Contractor hereby agrees to pay promptly any lien and Contractor shall indemnify, protect and hold harmless City, its successors and assigns from all costs and expenses, including reasonable attorneys' fees, damages or claims arising out of any of Contractor's subcontracts or disputes between Contractor and its subcontractors or other said entities or from failure of Contractor to pay promptly its subcontractors and other entities possessing any right to any lien.

9. **ADDITIONS/DELETIONS TO THE WORK:**

a. Any and all work performed in addition to or different from the work described in this Agreement and Exhibits hereto, shall only be performed pursuant to an accepted Change Order.

b. City shall have the right from time to time to order additions to, or deletions from, or any other changes in extent and character of the work as may be required. A Change Order is an instrument for such changes in form and content similar to the form attached hereto as Exhibit B to this Agreement and shall specify (a) the changes in Contractor services (additions and/or deletions); (b) the change in the cost of Contractor services; (c) any changes in the work schedule as a result of the change in Contractor services; and (d) other such information as City may reasonably request.

c. An accepted Change Order is a Change Order which has been signed by both parties. Only authorized persons who may sign this Agreement on behalf of Contractor and City may sign Change Order(s), on behalf of their respective organizations. This duty may be delegated to a subsequent person within their respective organizations; however, notice of this delegation must be made in writing to the other party. Each accepted Change Order shall be incorporated herein by this reference and shall be subject to all of the terms and conditions contained herein.

10. **CANCELLATION:** City, by written notice to Contractor without waiving any other legal rights it may have, reserves the right to cancel the whole or any part of this Agreement without charge or to postpone delivery of any of the Equipment, or postpone performance of any services, covered by this Agreement if:

a. Contractor fails to perform or breaches of any of the terms of this Agreement relating quality and performance requirements or so fails to make progress as to endanger performance of this Agreement in accordance with its terms; or

b. Equipment or materials purchased are not in accordance with Exhibit A - Contract Documents or are defective in workmanship or quality and not remedied by Contractor in a timely manner as defined by the terms of this contract.

City shall not be responsible for any costs incurred by Contractor due to City's cancellation hereunder in accordance with the above, including, but not limited to, Contractor's costs for goods or materials not accepted by City or goods or materials in process by Contractor. In the event of any such cancellation, City without prejudice to any other legal or equitable remedies available to it by law or agreement, shall have the right to: (i) refuse to accept delivery of any and all goods and materials covered by this Agreement and to return such goods or materials to Contractor at Contractor's risk and expense; (ii) return to Contractor any and all goods already delivered and accepted and to recover from Contractor all payments made by City for such returned goods; and (iii) recover any payments made by City to Contractor for undelivered or returned goods or materials.

In addition, City may terminate all or part of this Agreement for its convenience and without cause upon written notice to Contractor. In such event, City shall pay to Contractor the value of any goods or materials delivered and accepted by City and/or services rendered by Contractor to City of Glen Cove. City shall be subject to reasonable cancellation charges in connection with Contractor's actual costs in winding down operations at City's site. In no event shall City be responsible for any lost profit damages, expectation damages, or any consequential or special damages of any kind. Winding down of operations shall include costs Contractor with materials and equipment manufactured or in the process of being manufactured and has not been delivered and cannot be returned. Materials and equipment that have not been incorporated into the work and are returnable may be returned to the supplier and any restocking charges shall be the responsibility of City. Costs for material and equipment that are not returnable shall be owed to Contractor when transferred to City.

11. INSURANCE:

a. Contractor shall not commence work under this Contract until it has obtained all insurances required as hereinafter set forth and certificates of insurance delivered to the City.

b. Unless otherwise agreed by the parties, Contractor shall maintain insurance coverage in the forms and in at least the amounts specified below during the term of this Agreement and until one (1) year after the completion of the work to be performed hereunder.

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed OP Aggregate	\$1,000,000
Personal Injury and Advertising	\$1,000,000
Automobile Liability	
Each Occurrence	\$1,000,000
Pollution Liability	
Each Occurrence	\$1,000,000
Professional Errors and Omissions	
Each Occurrence	\$1,000,000
Commercial Umbrella Liability	
Each Occurrence	\$5,000,000

c. Contractor's Commercial General Liability, Commercial Umbrella Liability, and Commercial Automobile Liability shall name CITY OF GLEN COVE and D&B ENGINEERS AND ARCHITECTS, P.C. as an additional insured certificate holder. Contractor insurance shall be primary and non-contributory, and to include a Waiver of Subrogation in favor of CITY OF GLEN COVE and D&B ENGINEERS AND ARCHITECTS, P.C. The above insurance limits are minimum requirements and do not constitute limits on Contractor's liability.

d. All insurance shall be written by companies with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by Contractor and CITY.

e. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, CITY may, at its option, procure such insurance and adjust the Agreement Price downward by the reasonable amount of premiums paid or to be paid.

f. In the event Contractor subcontracts any portion of the work covered by this Agreement, Contractor shall require its subcontractor to abide by the insurance terms of this Agreement.

12. **INDEMNIFICATION:** Contractor shall indemnify, hold harmless and, at City's option, defend CITY, its affiliates, and subsidiaries and their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns (the "Indemnitees") against any and all claims, losses, damages, liabilities and expenses (including costs of defense arbitration, settlement, reasonable attorney's fees and litigation) for death of or bodily injury to any person, destruction of or damage to any property related to and Contractor with the

construction project, violation of governmental laws, regulations or orders, or any other damages claimed by Contractor or any third parties if and to the extent they result from, arise out of or are in connection with (a) any negligent or willful act or omission of Contractor, its employees, agents, representative and its subcontractors, (b) Contractor's breach of any representation, warranty, term or provision of this Agreement, or (c) any alleged or actual infringement by Contractor of any patent or other intellectual property rights. Contractor shall not be responsible for any claim, loss, damage, liability or expense to the extent caused solely by the negligence or willful misconduct of City, its employees, representatives or agents. The obligations of indemnification imposed by this section shall survive the termination of this Agreement.

In addition, Contractor shall indemnify, hold harmless and, at City's option, defend Indemnitees against any death or bodily injury to any Contractor employee or subcontractor working on City's premises, regardless of howsoever caused.

13. **ASSIGNMENTS:** Contractor shall not assign or transfer this Agreement or any part thereof without the written approval of City.

14. **COMPLIANCE WITH LAWS:**

a. Contractor shall acquaint itself with all rules, regulations and laws in connection with City's worksite, if any, and shall strictly comply, and cause all subcontractors, agents and employees to strictly comply, with such rules, regulations and laws.

b. Contractor agrees to perform all installation in accordance with applicable local, state and federal codes, ordinances, and regulations having jurisdiction over such work at the time the work is performed.

c. Contractor shall be solely responsible for compliance by Contractor, its employees and its subcontractors and suppliers with all applicable local, state and federal law and any rules promulgated hereunder while performing all or any portion of the Work hereunder.

15. **APPROVALS, CERTIFICATES, PERMITS AND LICENSES:**

a. ~~Contractor shall, if necessary with the reasonable assistance of the City of Glen Cove, secure all design, engineering, construction and installation and operating approvals, certificates and permits that may be required for the proper execution and completion of the Work.~~

b. ~~Contractor shall deliver to the City of Glen Cove copies of all such approvals, certificates and permits. All such approvals, certificates and permits shall be in the name of the Contractor as representative of the City of Glen Cove.~~

c. The costs of all permits shall be the responsibility of the City of Glen Cove.

16. **INSPECTION AND EXAMINATION:** Contractor hereby acknowledges that prior to the execution of this Agreement, Contractor has examined and inspected the worksite and or has waived such examination and inspection. Contractor herewith acknowledges all field conditions at the worksite are acceptable.

17. **SAFETY:** Contractor shall initiate and maintain, and shall cause all subcontractors or agents to initiate and maintain, for the limited purpose of performing the Work, reasonable safety precautions and programs to conform with applicable provisions of federal, state and local safety or health laws, codes, rules, regulations, ordinances or other requirements to prevent injury to persons or damage to property on, about or adjacent to the Site, all before commencement of work on the Site.

18. **APPLICABLE LAW:** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles. The parties hereby agree that the courts located in Nassau County, State of New York shall be the exclusive forum for all disputes in connection with this Agreement or its subject matter, and the parties irrevocably submit to the personal jurisdiction of such forum.

19. **RECORDS AND DOCUMENTS:** City shall provide to Contractor all the reports, data, studies, plans, specifications, documents and other information which, to its knowledge, are relevant to the work performed herein. Contractor shall be entitled to reasonably rely upon the reports, data, studies, plans, specifications, documents and other information provided by City in performing the work. Notwithstanding the foregoing, Contractor shall not be entitled to reasonably rely on such reports, data, studies, plans, specifications, documents and other information if Contractor knew or should have known that such reports, data, studies, plans, specifications, documents and other information contained inaccuracies or were not reliable. Note that at the date of this Contract the only reports, data, studies, plans, specifications and documents provided to Contractor is the pilot data and the specifications contained herein.

All reports, documents, information, and any materials generated by or furnished to Contractor under this Agreement, as well as any plans, specifications or other similar materials provided to Contractor or any subcontractor by City shall be and remain the property of City and shall be returned to City immediately upon City's request therefore. Contractor shall not use any such reports, documents or information developed during performance of the work nor any such materials for any other purpose other than performance of the work without the prior written consent of the City, City shall have the exclusive right to make any use that is ethical and appropriate of such reports, documents, information and/or similar materials.

20. **SURVIVAL OF PROVISIONS:** All covenants, agreements, indemnities, guarantees, and warranties made by Contractor shall survive completion of the work and payment of the purchase price, in full or in part.

21. **REMEDIES NOT EXCLUSIVE:** Each and every of the rights, remedies, and benefits provided to City by the Agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law or equity or otherwise.

22. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **NON-EXERCISE OF RIGHTS:** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

24. **NOTICE:** Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing, and delivered personally or by courier, express mail, telefax, or certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is signed by the receiving party) as follows:

City of Glen Cove:	Mayor Timothy Tenke City of Glen Cove 9 Glen Street Glen Cove, NY 11542 Tel: 516-676-2004
--------------------	---

Contractor:	Philip Carlucci Philip Ross Industries 88 Duryea Road Melville, NY 11747 Tel: 631-259-3077
-------------	--

25. **SEPARABILITY:** If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

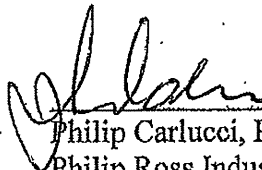
26. **MODIFICATION:** No modification or waiver of any part of these Terms and Conditions shall be valid unless it is in writing and signed by an authorized representative of City, and an officer of Contractor.

27. **ENTIRE AGREEMENT:** City by acceptance of Contractor's offer, does acknowledge and agree to the terms and conditions contained herein. Only representations, promises, conditions or understandings subsequently reduced to writing and signed by an authorized representative of City and officer of Contractor shall be binding on either party.

28. **CONFLICT:** In the event of any conflict or inconsistency between the terms of this Agreement and/or any accepted Change Orders, the terms of this Agreement, modified by such accepted Change Orders, shall control. This Agreement shall also prevail over and nullify any standard terms and conditions of delivery and/or acceptance that may be delivered by Contractor with the Work.

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

Timothy Tenke
Mayor, City of Glen Cove


Philip Carlucci, President
Philip Ross Industries

OWNER
DESCRIPTION

GLEN COVE WATER DISTRICT
EMERGENCY AIR STRIPPER
20% MATERIAL, 15% SUBS, 0% PRI LABOR

MBE Requirement % NA
WBE Requirement % NA

AIS Requirement NA
MISC. Requirement NA

LATE PENALTY: NA

SPEC SECTION	DESCRIPTION	Hours	CARRY IN BID	MATERIAL 20%	LABOR	SUB	FACTOR
BID ITEM 1							
DIV 1 - GENERAL REQUIREMENTS							
	SURVEY/ UTILITY MARKOUT (2DAYS)	16	\$2,000.00		\$2,000.00		1
	SUPERVISION	40	\$5,000.00		\$5,000.00		1
	GENERAL CONDITIONS	0	\$5,000.00		\$0.00		0
	CONSTRUCTION SCHEDULE	20	\$2,500.00		\$2,500.00		1
	TEMPORARY FACILITIES (TOILET) (4MONTHS)		\$480.00	\$576.00			1.2
	TEMPORARY FACILITIES (DUMPSTER) (1-30CY)		\$1,200.00	\$1,440.00			1.2
	O&M	20	\$2,500.00		\$2,500.00		1
DIVISION 2 - SITE WORK							
DIV 2	COMPLETE SITE WORK (LABOR)		\$28,500.00			\$32,775.00	1.15
DIV 2	COMPLETE SITE WORK (MATERIAL)		\$2,000.00	\$2,400.00			1.2
DIV 2	DEWATERING	240	\$30,000.00		\$30,000.00		1
DIVISION 3 - CONCRETE							
DIV 3	COMPLETE CONCRETE (LABOR)		\$27,400.00			\$31,510.00	1.15
DIV 3	COMPLETE CONCRETE (MATERIAL)		\$11,000.00	\$13,200.00			1.2
DIV 3	COMPLETE CONCRETE (36CY)						
DIVISION 5 - METALS							
DIV 5	NEW STRUCTURAL STEEL & MISC. METALS FOR PLATFORM (LABOR)		\$10,200.00			\$11,730.00	1.15
DIV 5	NEW STRUCTURAL STEEL & MISC. METALS FOR PLATFORM (MATERIAL)		\$36,375.00	\$43,650.00			1.2
DIVISION 15 - MECHANICAL							
DIV 15	NEW FLANGED DI PIPE & FITTINGS (12PCS)		\$13,004.00	\$15,604.80			1.2
DIV 15	INSTALL NEW FLANGED DI PIPE & FITTINGS (12PCS@\$500/PC)	48	\$6,000.00		\$6,000.00		1
DIV 15	NEW UNDERGROUND DI PIPE & FITTINGS (180LF)		\$85,046.00	\$102,055.20			1.2
DIV 15	EXCAVATE, INSTALL & BACKFILL FOR NEW UNDERGROUND DI PIPE & FITTINGS (180LF) (O/M/2L- 5DAYS)	160	\$20,000.00		\$20,000.00		1
DIV 15	NEW 16" MJ BUTTERFLY VALVES (5)		\$24,011.00	\$28,813.20			1.2
DIV 15	INSTALL NEW 16" MJ BUTTERFLY VALVES (5)	20	\$2,500.00		\$2,500.00		1
DIV 15	NEW 8" MJ GATE VALVES (3)		\$7,477.00	\$8,972.40			1.2
DIV 15	INSTALL NEW 8" MJ GATE VALVES (3)	12	\$1,500.00		\$1,500.00		1
DIV 15	NEW SAMPLE TAPS (2)		\$450.00	\$540.00			1.2
DIV 15	INSTALL NEW SAMPLE TAPS (2) (1MANDAY)	8	\$1,000.00		\$1,000.00		1
DIV 15	DISINFECTION & TESTING	24	\$3,000.00		\$3,000.00		1
DIV 15	PIPE HANGERS & SUPPORTS		\$5,000.00	\$6,000.00			1.2
DIVISION 16 - ELECTRICAL							
DIV 16	COMPLETE ELECTRICAL (LABOR)		\$53,400.00			\$61,410.00	1.15
DIV 16	COMPLETE ELECTRICAL (MATERIAL)		\$64,000.00	\$76,800.00			1.2
DIV 16	I&C WORK FOR NEW AIR STRIPPER (LABOR)		\$7,560.00			\$8,694.00	1.15
DIV 16	I&C WORK FOR NEW AIR STRIPPER (MATERIAL)		\$30,240.00	\$36,288.00			1.2

OWNER
DESCRIPTION

GLEN COVE WATER DISTRICT
EMERGENCY AIR STRIPPER
20% MATERIAL, 15% SUBS, 0% PRI LABOR

MBE Requirement % NA
WBE Requirement % NA

AJS Requirement NA
MISC. Requirement NA

LATE PENALTY: NA

SPEC SECTION	DESCRIPTION	Hours	CARRY IN BID	MATERIAL 20%	LABOR	SUB	FACTOR
DIV 2	EXCAVATION & BACKFILL FOR NEW ELECTRICAL CONDUITS (480LF) (O/M/L-3DAYS)	72	\$9,000.00		\$9,000.00		1
SUBTOTAL				\$336,339.60	\$85,000.00	\$146,119.00	
INSURANCE (1.5%)				\$5,045.09	\$1,275.00	\$2,191.79	
TOTAL EACH				\$341,384.69	\$86,275.00	\$148,310.79	

TOTAL \$575,970.48

Previous #

\$ 719,320.00

difference
\$ 143,349.52



A.C. Schultes, Inc.

664 S. Evergreen Avenue
Woodbury Heights, NJ 08097
24 Hour Service
(856) 845-5656
Fax (856) 845-1335
gusiv@acschultes.com

August 6, 2018

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

Attention: Bill Merklin, P.E.
Email: bmerklin@db-eng.com
Phone: 516-364-9890

Reference: Seaman Road Well 2S: Investigation
ACS Quote #29898

Dear Sir:

A.C. Schultes, Inc. is in receipt of your request for proposal dated August 1, 2018. Currently, the above referenced well is not equipped with a pump and A.C. Schultes was last at this facility in October 2016 after a pump test revealed the following well characteristics:

Static Level	GPM	Pumping Level	Drawdown	Specific Capacity
98	1200	131	33	36.6

At this time, the following work has been requested:

- Access well and airlift all material from bottom
- Run water for TV inspection (customer supplied)
- Perform downhole video inspection
- Install submersible test pump and connect to electric in well house. Direct discharge from submersible pump to onsite basin.
- Perform approximately 2-hour step test
- Remove submersible test pump and secure well

Total project cost:\$13,650.00

Seaman Road Well 2S: Investigation

ACS Quote #29898

Page 2

Our terms of payment are net upon presentation. An interest charge of 1.5% per month will be assessed to all unpaid balances in excess of thirty days past due.

Please be advised that the above costs do not include the following:

- Any union labor: our crews will be paid the appropriate New York Prevailing Wages.
- Any applicable sales tax.
- Any additional work other than noted above.

If you choose to utilize A.C. Schultes for this project, please acknowledge your acceptance of this proposal by signing in the space provided below.

Thank you for the opportunity to quote on this work. Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

A.C. SCHULTES, INC.

Jeff Schultes

Jeff Schultes
Technical Sales Representative

Date: _____ Purchase Order Number: _____

Signature: _____

PWS/ck
J:\SALES\SALES\Jeff Schultes\Quotes 2018\acs#29898.doc



Sales Quotation For

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

Quoted By: Ryan Blair
Date: 8/9/2018
Quote Expiration: 2/4/2019
Quote Name: City of Glen Cove - ERP - Purchasing Training
Quote Number: 2018-54894
Quote Description: Purchasing Implementation

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation	24	\$175.00	\$0.00	\$4,200.00
TOTAL:				\$4,200.00

	One Time Fees	Recurring Fees
Summary		
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,200.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$4,200.00	\$0.00
Contract Total	\$4,200.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$1,370.00	

Comments

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

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

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

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

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

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

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Agent: TD Comm		Agent ID: 861000	Order Date:	CC: BV	Term: 1 Year
Service Location #1					
Company: City of Glen Cove			Requested Due Date:		
Address: 9 Glen Street		Floor/Suite:	Main Contact Name:		
City: Glen Cove	State: NY	Zip Code: 11542			
Contact Email:	Contact Phone:		Contact Fax:		
Primary Account Name:		Bill to Account #:	New or Sub-Account?		
Billing Address: (if different from above)					

Technical Contact Information	
Technical/Vendor Name:	Phone:
Email Address:	Best Hours to Contact Vendor
Does vendor need to be on site to make changes?	

Other Technical Information (Public & Private IP)	
CPE IP Address:	CPE Subnet:
CPE Gateway:	CPE DNS:
Existing Bandwidth Supplier:	Bandwidth:
Bandwidth Type:	Other:
	CPE Make/Model:

SIP & Translations Details		
IP PBX Vendor/Model:	CPE Registration?	QTY TNs:
DNIS Dialed Digits:	Handoff to Customer PBX:	Handoff to Spectrotel:
Signaling? (ni, ni2, 4ESS, etc.)		

Trunk/Line/PRI Service Options & Rates								
SIP Service Type ¹	Local Unlimited ²	QTY	Nationwide Unlimited ²	QTY	Fully Measured	QTY	Rate	Total MRC
SIP Line (Analog)	N/A	0	N/A	0	N/A	0	\$ -	\$ -
SIP Trunk (Native)	\$ 14.95	0	\$ 21.95	0	\$ 13.95	0	\$ -	\$ -
SIP PRI	\$ 349.00	0	N/A	0	N/A	2	\$ 349.00	\$ 698.00

Trunk/Line/PRI Feature Options & Rates						
Feature			Standard Monthly Rate (MRC)	QTY	Rate	Total SIP Feature Charges
Additional DIDs (per block of 20) ³	DID Type	On-Net	\$ 5.00	10	\$ 5.00	\$ 50.00
Additional DIDs (per DID) ⁴			N/A	0	\$ -	\$ -
Calling Name (Inbound) per Line/Trunk			Included	0	\$ -	\$ -
Calling Name (Inbound) per PRI			Included	0	\$ -	\$ -
Directory Listing (New or Additional)			\$ 3.00	0	\$ -	\$ -
E911 (per Location) ⁵			\$ 2.25	2	\$ 2.25	\$ 4.50
Enhanced Call Redirect			\$ 31.00	0	\$ -	\$ -
Gold Number (per DID)			\$ 10.00	0	\$ -	\$ -
Toll Free Directory Listing			\$ 8.00	0	\$ -	\$ -
Toll Free Numbers			\$ 2.00	0	\$ -	\$ -
VoIP Auto Failover ⁶			\$ 11.00	0	\$ -	\$ -

SIP Equipment Options & Rates		Equipment Rate ⁷ :	MRC
		Installation Type:	Professional Install
SIP Equipment	QTY	Rate	Total SIP Equipment Charge
Razgate C-2801 1 PRI Ethernet Access	2	\$ 62.00	\$ 124.00
Choose Equipment	0	\$ -	\$ -
Choose Equipment	0	\$ -	\$ -

Non-Recurring Rates (NRC)				
Rate Element	Standard NRC Rate	QTY	NRC Rate	Total NRC
DA Listing/New or Changed (each)	\$ 13.00	0	\$ -	\$ -
LNP/Resporq Change (per TN)	\$ -	0	\$ -	\$ -
New Install- SIP PRI	\$ 449.00	2	\$ 449.00	\$ 898.00
DID/Toll Free Number Set Up Fee (per)	\$ 1.00	0	\$ -	\$ -
LNP Sup Charge (per TN)	\$ 15.00			
LNP Sup Cap (per)	\$ 40.00			
LNP Expedite (per Order)	\$ 175.00			
LNP Snapback (per)	\$ 300.00			
MACD	\$ 50.00			
Missed Appointment	\$ 160.00			
Network Dispatch (per Hour)	\$ 150.00			

Usage Rates					
Local	IntraLATA Regional	Instate Long Distance	Interstate	Toll Free (Intrastate)	Toll Free (Interstate)
\$ 0.019	\$ 0.029	\$ 0.029	\$ 0.019	\$ 0.039	\$ 0.029

Special Instructions	Internal Use:

Directory Listing Information	
Listing Name:	Listing Number:
Listing Name:	Listing Number:
Listing Name:	Listing Number:

Total Charges	
Monthly Recurring Charges - Service & Features (MRC)	\$ 752.50
Non-Recurring Charges (NRC)	\$ 898.00
Equipment Charges	\$ 124.00



SPECTROTEL SIP LINES/TRUNKS/PRI SERVICE AGREEMENT

¹ SIP Lines includes (a) 1 TN per line, (b) 1 SCC per line, (c) standard features and (d) calling plan (depending if which is chosen). SIP Trunks includes (a) 1 TN per trunk, (b) 1 SCC per trunk, (c) standard features and (d) calling plan (depending if which is chosen). For Native SIP Trunks, a SIP enabled Firewall/Router is recommended. This device is not included in service pricing, but can be separately quoted if requested. SIP PRI includes (a) 1 TN per PRI, (b) 1 SCC per path, (c) standard features and (d) unlimited local calling plan.

² Unlimited calling plans are subject to Terms of MSA. Rates vary by underlying carrier.

³ Pricing specific to Broadview On-Net DID's only. Broadview Off-Net DID's use per DID costs.

⁴ Additional DID pricing varies by underlying carrier.

⁵ E911 is subject to separate terms and is mandatory per location.

⁶ VoIP Auto Failover rates do not include costs for Spectrotel equipment.

⁷ In addition to MSA standard terms, equipment early termination fees may apply equivalent to MRC x remaining months. Minimum 12 month term for non-purchased equipment.

Equipment pricing varies by installation type, self install or professional install, and access type. See Master Agent Catalog for rates.

PUBLIC INTERNET DISCLAIMER: No Quality of Service (QoS) commitments are expressed or implied by Spectrotel. Broadband access from the Customer's broadband service provider is the primary factor in the QoS experience for VoIP call quality. No SLA's can be offered due to the uncontrolled variation in the Customer's LAN and/or broadband performance. Any QoS type issues, including but not limited to, dropped calls, call completion delays, packet loss, sound quality and the like, must be resolved by the Customer's broadband service provider, if other than Spectrotel.

- (a) SIP Services assume customer is self-installing with help of vendor, additional charges apply if a Spectrotel technician needs to be dispatched to the customer premise.
- (b) Metered calling rates apply to 48 contiguous US states.
- (c) Toll Free requires signed Carrier RESPOG & current invoice.
- (d) International rates are listed separately.
- (e) DSL, alarm, credit card or fax services are not recommended for SIP Services.

Agreement Terms

By signing this Service Agreement, Customer accepts the services with the rates and term commitment set forth herein and acknowledges that the services are being provided by Spectrotel pursuant to its Master Service Agreement, Terms and Conditions, which are incorporated herein by reference and which have been reviewed, understood and signed by Customer. The signatory below represent and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. Spectrotel shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between Spectrotel and the Company. Company waives any right to thereafter object to the validity and enforceability of this Agreement due to an alleged lack of authority by the signatory. NOTE: THIS SERVICE AGREEMENT IS NOT VALID UNLESS ACCOMPANIED BY SIGNED E911 NOTIFICATION AND ACKNOWLEDGEMENT.

Agreed and Accepted:

Name:

Title:

Signature:

Date:

Agreed and Accepted: Spectrotel Holding Company LLC

Name:

Title: Vice President

Signature:

Date:

**NEW YORK STATE
EXECUTIVE DEPARTMENT
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

REVOCABLE MARINE EQUIPMENT LICENSE

Date: 6 February 2018

LICENSEE:	City of Glen Cove Police Department
LICENSEE CONTACT:	Joe Solomito (516) 676-1000
NAME & PHONE	JOHN TESTA
PARKS CONTACT:	Larry Migliozi, Director Division of Health, Safety & Recreational Programs Telephone: (518) 486-1879 Email: Larry.Migliozi@parks.ny.gov
EQUIPMENT:	2018 24' Brunswick Hin: WCG00031E818
TERM:	Beginning Date: 2018
FEE:	\$0.00 For the Term

The New York State Office of Parks, Recreation and Historic Preservation ("PARKS"), pursuant to Parks, Recreation and Historic Preservation Law §§ 3.09(4) and 3.09(6) and through its recreational boating safety program approved under 46 U.S.C. §13102, does hereby grant LICENSEE a Revocable License to use the equipment listed above (the "EQUIPMENT") upon the following terms and conditions:

1. **Use of Licensed Equipment.** The EQUIPMENT may be used for marine law enforcement purposes only and may not be used for any other purpose.
2. **"As Is" Condition.** LICENSEE has thoroughly examined and inspected the EQUIPMENT and agrees to take the EQUIPMENT "as is", in the condition that it is in when turned over to LICENSEE by PARKS. LICENSEE acknowledges that it has not relied upon any representation or statement of PARKS or of its officers, agents or employees as to the condition of the EQUIPMENT.
3. **Modifications to Licensed Equipment.** LICENSEE may mark the EQUIPMENT with its official seal or logo for identification purposes, such identifying mark to

be removed at the termination of the License. No other modifications shall be undertaken with respect to the EQUIPMENT, except for required maintenance and repairs, without the prior written approval of PARKS. All approved modifications shall remain on the EQUIPMENT as a part thereof and will be surrendered with the EQUIPMENT at the termination of this License.

4. **Operation and Maintenance of Licensed Equipment.** The LICENSEE shall hire qualified staff and at all times supervise, police, operate and maintain the EQUIPMENT so as to insure its safe, orderly and proper use. LICENSEE shall maintain the EQUIPMENT included under this License in good working order, ordinary wear and tear excepted, at all times. LICENSEE shall cooperate with State Parks' employees and shall comply with all reasonable requests made by such employees with respect to the operation and maintenance of the EQUIPMENT.

In the event that replacement of any mechanical or electrical part or system becomes necessary due to ordinary wear and tear, LICENSEE shall notify PARKS promptly. At its option, PARKS may elect to replace such part or system at PARKS' own expense, to allow LICENSEE to replace such part or system at LICENSEE's own expense, or to terminate this License and, if comparable replacement equipment is available, provide LICENSEE with replacement equipment under a new license.

PARKS shall not be required or obligated at any time to make or undertake any repairs, improvements or maintenance work of any kind on the EQUIPMENT or, in the event the EQUIPMENT or any part thereof shall be damaged or destroyed by any cause whatsoever, restore the EQUIPMENT. In the event of destruction or damage beyond repair, the LICENSEE waives any right to use the EQUIPMENT.

5. **Life Jacket Policy.** LICENSEE shall endeavor to adopt policies requiring the wearing of life jackets by all persons on board a vessel when underway.

6. **Inspection.** PARKS shall have the right to inspect the EQUIPMENT with reasonable notice to the LICENSEE.

7. **Reporting.** The LICENSEE shall submit to PARKS the form titled "Navigation Law Enforcement Activity Report" in its entirety no later than December 1st of each calendar year.

8. **Extent of License.** This License does not convey to the LICENSEE any interest in the EQUIPMENT other than a license to use the same for the purposes described herein. Such EQUIPMENT shall at all times remain the property of the State of New York and shall at no time be or become the property of the LICENSEE.

9. **Indemnification and Insurance.** Indemnification. The LICENSEE shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the use of the EQUIPMENT. LICENSEE covenants and agrees to defend, indemnify and hold harmless the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents from any and all liability, claims, suits, actions, damages and costs of every nature which may arise out of or result from use made by the LICENSEE of the EQUIPMENT.

Insurance. The LICENSEE shall provide proof of self-insurance or shall obtain Marine Protection and Indemnity Insurance that covers the EQUIPMENT and LICENSEE'S use and operation of the EQUIPMENT with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such Marine Protection and Indemnity Insurance shall name the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents as an additional insured. In lieu of proof of self-insurance, LICENSEE shall provide proof of such insurance to PARKS Marine Services Bureau in accordance with the following requirements:

Provide an ACORD 25 Certificate of Insurance that references this LICENSE; The certificate holder on the form shall be "New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12207" ; The form shall be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy shall be signed by an authorized

representative of the reference insurance carrier; and only an original ACORD 25 form or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

Notifications. The LICENSEE shall notify PARKS Marine Services Bureau of any personal injury or property damage accidents and/or claims arising from the use of the EQUIPMENT and/or of any damage to the EQUIPMENT. Such notice shall be provided in writing as soon as practicable, but in no circumstance later than seventy-two (72) hours following the LICENSEE's notice of the accident, claim or damage.

10. Compliance with Laws. The LICENSEE shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the EQUIPMENT or the use thereof by the LICENSEE.

11. Termination. This LICENSE is given on the express condition that if the EQUIPMENT is used by the LICENSEE for any other purpose, or in the event the LICENSEE violates any applicable statute, law, rule or regulation or does not comply with the terms and conditions of this License or any of them, then the License shall terminate and all rights herein granted shall cease and PARKS shall be entitled to take immediate physical possession of the EQUIPMENT without notice to the LICENSEE, and without making application to the courts to dispossess or otherwise remove the LICENSEE therefrom.

In the event the LICENSEE has discontinued or abandoned use of the EQUIPMENT, the LICENSEE shall promptly notify PARKS and return the EQUIPMENT.

12. Revocation. If at any time during the term of this License, PARKS shall need the EQUIPMENT for any use necessary to the performance of its public purposes, PARKS may terminate this License by giving LICENSEE thirty (30) days' notice in writing of intention to do so, and upon the giving of such notice, this License and its terms shall terminate, expire and come to an end at the date fixed in such notice.

13. State Parks Use for Training. Barring extenuating circumstances, the LICENSEE shall make the EQUIPMENT available to PARKS for marine enforcement training program purposes upon written request, no less than 30 days in advance.

14. **Non-Waiver.** The waiver by PARKS of any term or condition of this License shall not be deemed a waiver of any other term or condition, nor shall it be deemed a waiver of the subsequent breach thereof.

15. **No Assignment.** This License shall not be assigned or transferred without the prior written approval of PARKS.

16. **Special Conditions.** The following special conditions apply:

Recommended by: _____

Lawrence L. Migliozi, Director of Marine Services

THE PEOPLE OF THE STATE OF NEW YORK

Acting by and through the Commissioner of Parks,
Recreation and Historic Preservation

Issued By: _____

Lawrence L. Migliozi, Director
Division of Health, Safety & Recreational Programs

ACCEPTANCE OF LICENSEE

By: _____

Name: _____

Title: _____

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

EXCLUSIVE REPRESENTATION AGREEMENT FOR LEASE OF, OR LICENSE TO USE MUNICIPAL PROPERTY

THIS EXCLUSIVE REPRESENTATION AGREEMENT ("Agreement"), dated as of the th day of _____, (the "Effective Date") between Bench Strength Partners, Inc. a corporation located at 26 First Street, Pelham, NY 10803 ("BSP") and the _____ having its principal office at ("CLIENT").

The CLIENT hereby designates BSP as its sole representative and grants BSP the exclusive right to negotiate leases, licenses, lease buyouts or other agreements for the rental of space on CLIENT property for the placement of cellular antennas and related equipment based on the terms and conditions contained herein.

1. **TERM:** The term of this Agreement commences on the date of execution and will end on the 5th anniversary of such date. This Agreement may not be terminated unless a party breaches the agreement or until the second anniversary of the Effective Date. This Agreement may be terminated by CLIENT at any time after such second anniversary. In the event of such a termination, BSP shall be entitled to a fee, computed and payable in accordance with this Agreement, if the CLIENT concludes a new agreement or modification to an existing agreement for the placement of cellular antennas and related equipment within two (2) years from the date of such termination, provided that BSP has, during the first two years of this agreement, either earned a fee as set forth in paragraph 5, or where no fee has been earned but BSP has negotiated with a carrier during the first two years of this agreement and has submitted a proposed lease terms summary or a draft lease renewal or lease amendment to the carrier prior to such termination of this agreement.
2. **SCOPE of AGREEMENT:** CLIENT appoints BSP as its sole and exclusive representative for the negotiation of leases, licenses, franchise agreements, master license agreements, lease buyouts or other agreements for the rental of space on CLIENT property for the placement of cellular antennas and related equipment including the installation of small cell systems for the location(s) listed on Exhibit A. This agreement covers: (a) renewals on existing leases for cell carriers, (b) new leases for carriers that seek new or additional space on CLIENT property, and (c) renegotiation of existing leases should that occur outside the context of a lease renewal. BSP shall not be responsible for drafting the lease document. Instead, BSP will work with CLIENT counsel and suggest model lease terms for CLIENT's counsel to incorporate into the final lease document, or other form of agreement.
3. **BSP SERVICES:** BSP will provide its best efforts to negotiate leases acceptable to CLIENT. All lease proposals prepared by BSP, and all offers and counter offers received by BSP are subject to the CLIENT approval. CLIENT is not bound to accept leases negotiated by BSP. If BSP reasonably determines that it is necessary, in its sole and absolute discretion, to retain other experts as part of the negotiation process, BSP will engage such experts at its own cost.
4. **CLIENT REFERRALS:** CLIENT shall refer to BSP all inquiries and offers received by CLIENT regarding the lease including any offer to buy out the revenue stream from the lease or offer to lease any CLIENT property for the placement of cellular antennas and related equipment, regardless of whether the location of such offer is listed on Exhibit A. All negotiations for leases on locations listed on Exhibit A will be conducted solely by BSP or under BSP's direction, subject to CLIENT's review and final approval.

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

5. **BSP FEES:** CLIENT agrees to compensate BSP, and BSP agrees to accept compensation for its services, based on the Fee Schedule included as part of this agreement as Exhibit B. CLIENT and BSP agree that the Fee Schedule is a success fee structure, and that no fee will be earned by BSP unless specific economic results are achieved, all as more particularly defined on Exhibit B.
6. **PROPERTY INFORMATION:** CLIENT acknowledges that BSP is not responsible to determine whether toxic or hazardous wastes, substances, or levels of radio frequency emissions or undesirable materials or conditions currently exist or that could potentially exist in the future at the locations listed on Exhibit A. CLIENT acknowledges that it is solely CLIENT's responsibility to conduct investigations to determine the presence of such materials or conditions.
7. **INSURANCE:**
 - a. **Insurance Requirements.** BSP shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below:
 - i. Comprehensive General Liability with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate limit, including but not limited to, bodily injury and property damage.
 - ii. Business Automobile Liability with limits no less than \$1,000,000 each occurrence including non-owned and hired automobile liability.
 - iii. Workers' Compensation Coverage in statutory amounts including Employees Liability Insurance in limits of \$1,000,000 per employee.
 - iv. Professional Liability Coverage in the amount of \$1,000,000 each claim and a \$1,000,000 aggregate limit.
 - b. **Requirements for All Insurance.** All insurance required in this paragraph shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of **New York** and with companies or underwriters satisfactory to the CLIENT.
 - c. **Additional Insureds.** The CLIENT shall be named as additional insured on each of the BSP's policies above except the Workers' Compensation policy, as and if required by written contract.
 - d. **Insurance Primary.** All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by CLIENT, as and if required by written contract.
 - e. **Insurance Certificate.** Certificates showing that BSP is carrying the above-described insurance in the specified amounts shall be furnished to CLIENT prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with CLIENT during the term of this Agreement. Failure of BSP to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve BSP from any responsibility to carry the required types and amounts of insurance.
 - f. **Notices of Change or Cancellation** are provided per the terms and conditions of the insurance policies in effect at the time of the change or cancellation
 - g. **Disclaimer.** CLIENT does not represent or guarantee that these types or limits of coverage are adequate to protect the BSP's interests and liabilities. It shall be the obligation and responsibility of BSP to insure, as it deems prudent, its own personal property, against damage. The CLIENT does not have insurance coverage for BSP's

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

property and CLIENT expressly disclaim any and all liability for any and all losses, damage and/or claims to personal possessions of BSP.

8. **INDEMNITY.** BSP shall defend, indemnify and hold CLIENT and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the BSP's a) breach of this agreement or b) its negligence or misconduct or that of its experts, agents or contractors in performing the Services hereunder or c) any claims arising in connection with BSP's employees, agents, experts or contractors, or d) the use of any materials supplied by the BSP to the CLIENT unless such material was modified by CLIENT and such modification is the cause of such claim. This Paragraph shall survive the termination of this Agreement for any reason. CLIENT has the discretion and absolute right to choose to enter or not to enter into any new or modified lease agreements. BSP does not guaranty any future lease revenue amounts, as that is specifically conditioned on the terms of any lease agreements accepted by CLIENT. Accordingly, this indemnification shall not be construed to include any loss from the decline of lease revenue that may occur in the future.

9. **DATA, RECORDS AND INSPECTION.**

- a. The CLIENT agrees that it will make available all pertinent information, data and records under its control for BSP to use in the performance of this Agreement, or to assist BSP wherever possible to obtain such records, data and information.
- b. Records shall be maintained by BSP in accordance with requirements prescribed by the CLIENT and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- c. To the extent applicable to the compensation provisions of this Agreement, BSP will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- d. BSP shall be responsible for furnishing to the CLIENT records, data and information as the CLIENT may require pertaining to matters covered by this Agreement.
- e. BSP shall ensure that at any time during normal business hours and as often as the CLIENT may deem necessary, there shall be made available to the CLIENT for examination, all of its records with respect to all matters covered by this Agreement BSP will also permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement to the extent applicable to the compensation provisions of this Agreement,
- f. All records provided to BSP shall remain property of the CLIENT and shall be returned to the CLIENT upon the termination of this agreement or upon request.

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

10. BSP REPRESENTATION AND WARRANTIES.

BSP represents and warrants that:

- a. BSP and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. BSP and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the CLIENT and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. BSP has complied or will comply with all legal requirements applicable to it with respect to this Agreement. BSP will observe all applicable laws, regulations, ordinances and orders of the United States, State of New York and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the BSP is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the BSP contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the BSP's knowledge threatened against BSP affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the BSP to perform its obligations hereunder.
- f. BSP will not, without the prior written consent of the CLIENT, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.
- g. BSP employees are Independent Contractors to BSP and are not employees of the Clients for purposes of any tax withholding requirements.

11. **OTHER BSP CLIENTS:** BSP believes that each location is unique and that no conflicts of interest currently exist or will arise in the future. However, it is possible that BSP could be engaged to represent a landlord other than CLIENT in the same geographic area of a CLIENT location that is listed on Exhibit A. If that were to occur, BSP will notify CLIENT of that potential conflict and request the CLIENT to consent to BSP's representation of such other landlord unless:

- a. the location for the other landlord is greater than 2 miles from a CLIENT location listed on Exhibit A; OR
- b. the location for the other landlord is within 2 miles from a CLIENT location listed on Exhibit A, but the representation agreement between BSP and such other landlord is executed after CLIENT's lease for CLIENT's location has been executed, and provided further that the leases for such other landlord are not scheduled to expire within 12 months of a future lease expiration on CLIENT's location(s) listed on Exhibit A.

BSP and CLIENT agree that situations covered by subparagraphs (a) and (b) within this section 11 are deemed not to present a conflict of interest.

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

BSP also agrees that it will not accept representation of another landlord within 2 miles of any of the CLIENTS location(s) listed on Exhibit A, without consent of CLIENT, until any negotiation of CLIENTS contracts which are then ongoing for renewal or modification has been concluded as evidenced by a new agreement or modification of an existing agreement.

12. **AUTHORITY:** CLIENT represents to BSP that it has the authority to enter and sign this Agreement. The individuals signing this Agreement represent that they are authorized signatories of CLIENT.
13. **PROFESSIONAL ADVICE:** BSP recommends that CLIENT obtain legal, tax, or other professional advice relating to this Agreement and the leases that may result from services rendered pursuant to this Agreement.
14. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns.
15. **MISCELLANEOUS:** Unless the context clearly indicates the contrary, words in this Agreement used in this singular number shall include the plural number and words in this Agreement used in the plural number shall indicate the singular number. This Agreement shall be governed by the laws of the State of New York, without giving effect to said State's principles of conflicts of law.
16. **ENTIRE AGREEMENT:** This Agreement including Exhibits A and B constitutes the entire agreement between CLIENT and BSP and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both CLIENT and BSP. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties thereto.
17. **NOTICES:** Notices to CLIENT and BSP shall be delivered to the addresses noted below.

Bench Strength Partners, Inc.
26 First Street
P. O. Box 8581
Pelham, NY 10803

CLIENT ADDRESS

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

Executed, this th day of

BENCH STRENGTH PARTNERS, INC.

CLIENT

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

EXCLUSIVE REPRESENTATION AGREEMENT FOR LEASE OF OR LICENSE TO USE MUNICIPAL PROPERTY

EXHIBIT A – SCHEDULE OF LOCATIONS

This Exhibit A to the agreement dated _____, (“Agreement”) between the (“CLIENT”) and Bench Strength Partners, Inc. (“BSP”) describes the location(s) for which the CLIENT has designated BSP to act as CLIENT’s Exclusive Representative.

LOCATION(S):

1)

**EXCLUSIVE REPRESENTATION AGREEMENT
FOR LEASE OF OR LICENSE TO USE MUNICIPAL PROPERTY**

EXHIBIT B – FEE SCHEDULE

This Exhibit B to the agreement dated _____, 20 ____ (“Agreement”) between (“CLIENT”) and Bench Strength Partners, Inc. (“BSP”) describes the conditions upon which a fee will be earned by BSP and the terms concerning the timing of payment of such fee.

1. **FEE SCHEDULE:** BSP shall earn a fee for providing the services described in the Agreement, but only if such services result in an executed agreement or agreement amendment between CLIENT and a Tenant. Fees are earned only on the Increased Revenues from said agreement to be paid to CLIENT by Tenant: (a) over the Term of the new agreement or (b) the term of the agreement amendment or (c) the remaining term of an existing agreement, the financial terms of which have been modified, or (d) on the value or increased value of any provisions, as the case may be. The Term of the new agreement or the agreement amendment is the initial fixed term as defined in the agreement or the agreement amendment. Renewal options or extensions of the new agreement are discussed in paragraph 2 below. The “Increased Revenue” is defined as the total rent or any fee scheduled to be paid over the Term of the new agreement or amended agreement plus any additional monetary enhancements discussed in paragraph 6 below, minus the Baseline Rent, defined as the product of (i) the annual rental (or license fee) in effect at the conclusion of the existing agreement or license agreement or the amount of such annual rent scheduled to be paid in the current year in the case of an amendment and (ii) the term, in years, of the new agreement, or the remaining years of an amended agreement. The Fee Percentages applied to the Increased Revenue shall be those on the schedule below. The Fee Percentages within each range of Increased Revenue shall be applicable only to the Increased Revenue within that range of percentage increases.

Increased Revenue		BSP Fee
<u>From</u>	<u>Up To</u>	<u>Percentage</u>
0%	20%	0%
20.01%	30%	15%
30.01%	40%	20%
40.01%	50%	25%
50.01%	or above	30%

For example, if a new agreement was executed and the Increased Revenue was 20% more than the Baseline Rent, no fee would be earned. If the Increased Revenue were 35% more than the Baseline Rent, the fee earned by BSP would be the sum of (i) the BSP Fee Percentage (20%) applied to the Increased Revenue between 30% and 40%, plus (ii) the BSP Fee Percentage (15%) applied to the Increased Revenue between 20% and 30%.

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

2. **RENEWAL OPTIONS:** If the new agreement contains options to renew for additional terms, BSP shall earn a fee for such renewal terms and such fee will be computed in accordance with paragraph 1 above, as if the renewal term was a part of the original fixed term. However, such fee shall only be earned upon exercise of such renewal, and will be payable to BSP according to the payment provisions in paragraph 8. CLIENT agrees to notify BSP of any decision by a Tenant to exercise a renewal option.
3. **REPLACEMENT TENANTS:** In the event that BSP negotiates a agreement with a new Tenant and such Tenant replaces the space leased by an existing Tenant that elects not to renew their agreement, BSP shall earn a fee on the agreement with the Replacement Tenant on the same terms as described in paragraph 1 above, and in such event the Baseline Revenue shall be based on the revenue of the Tenant that is being replaced by the new Tenant.
4. **ADDITIONAL TENANTS:** (a) In the event that BSP negotiates an agreement with a Tenant not currently leasing space on a particular CLIENT property or is on the CLIENT property but not currently paying any revenues and such Tenant is in addition to and not in replacement of an existing Tenant, BSP shall earn a fee for negotiating such agreement based on the same terms as described in paragraph 1, and in such event the Baseline Revenue shall be based on the average of the annual revenues ("Average Annual Revenue") then in effect for all other similar agreements at the subject location for the year immediately preceding the commencement of the agreement for the new tenant. Similar agreements being defined as either small cell site installations or macro locations which would include a base equipment station. Any agreements then in effect that have been amended, or entered into as a result of the services provided by BSP pursuant to this Agreement, shall be ignored and the annual revenues of agreements in effect at the specific location prior to agreements resulting from services provided by BSP shall be used in calculating such Average Annual Revenue. (b) In the event BSP is asked by CLIENT to negotiate a new agreement with a Tenant at a location which is not currently listed on Exhibit A, BSP shall earn a fee for negotiating such agreement based on the same terms as described in paragraph 1, and in such event the Baseline Revenue shall be based on the average of the annual revenues ("Average Annual Revenue") then in effect for all other similar agreements, which are producing revenues at the locations listed on Exhibit A, for the year immediately preceding calendar year prior to the commencement of the agreement for the new tenant except that any agreements then in effect that have been amended, or entered into as a result of the services provided by BSP pursuant to this Agreement shall be ignored and the annual revenue of agreements in effect at the specific location prior to agreements resulting from services provided by BSP shall be used in calculating such Average Annual Revenue. (c) In the event CLIENT does not currently have any similar agreements nor has CLIENT had any agreements in the previous 3 years then the Baseline Revenue shall be based upon the average of agreements in the BSP database within a 5 mile radius of the site of the new agreement. The radius of the new site will be increased in 5 mile radius increments until at least a total of 6 agreements are obtained. Any agreements then in effect that have been amended, or entered into as a result of the services provided by BSP shall be excluded from this average computation. If the BSP database contains no agreement as the radius is expanded up to 25 miles then BSP will

BSP

MUNICIPAL CELL TOWER LEASE EXPERTS

proceed to obtain such agreements from municipalities with in such area and upon obtaining a total of 6 agreements, BSP will use those agreements average as the Baseline Revenue.

5. **CANCELLATION CLAUSES:** In the event that CLIENT has the right to cancel an agreement at a time subsequent to the execution of the agreement, BSP shall be paid a fee for the entire agreement term (excluding renewal options) as though such right to cancel did not exist.
6. **ENHANCED REVENUE:** In calculating the fees pursuant to paragraph 1 above, the Increased Revenue shall include all incremental revenue and expense reimbursements to which CLIENT is entitled that either stems from agreement provisions that were not present in the existing agreement, or relate to Increased Revenue and expense reimbursements terms for agreement provisions that were present in the existing agreement. Increased Revenue shall also include the value of any assets, the title to which is transferred to CLIENT as a result of the terms negotiated by BSP. The value of such assets shall be based on replacement cost for such asset at the time of the transfer, less depreciation based on the age of such asset using a straight line method of depreciation and a 40 year useful life. ("Replacement Cost New, Less Depreciation" method or "RCNLD").
7. **LEASE AUDIT FEE:** In the case that BSP's review of the agreement terms and the payment history under such agreement terms determines that there are unpaid or underpaid rents or fees due to the CLIENT, which have not been paid in the previous 3 months BSP shall be entitled to 25% of all such unpaid or underpaid rents which BSP collects on behalf of the CLIENT. The payment for such collections will not be considered as Increased Revenue, as defined in section 1 of this agreement and the 25% fee will be paid within 30 days of the receipt of the past due payments to the CLIENT.
8. **TIME OF PAYMENT:** Fees earned by BSP pursuant to this Agreement shall be earned upon execution of the agreement or agreement amendment, or upon exercise of any renewal options. In the case of a new agreement, agreement amendment or agreement renewal, CLIENT shall pay BSP its fee by allocating seventy five percent (75%) of the Increased Revenues scheduled to be received by CLIENT under the agreement until the fee computed pursuant to paragraph 1 has been fully paid. The first such payment shall be made within 30 days of the receipt of the amounts paid pursuant to the terms of the new agreement or agreement amendment. Additional payments shall be made to BSP within 30 days of receipt of any of the Increased Revenues until the total fee earned by BSP has been paid. In the case of a renewal option, such fee shall be paid in the same manner as a new agreement or agreement renewal described above.
9. **ACCELERATION:** In the event that CLIENT enters into a transaction to assign the agreement or the cash flows stemming from the agreement to a third party, any remaining fee then due to BSP shall be accelerated and paid in full as of the effective date of any such assignment. If such payments include renewal periods, which have not yet been exercised, but which are included in the transaction for the sale of such rights, then the BSP fee due for such renewal will also be due as of the effective date of any such assignment.



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

BUDGET TRANSFER FORM

DEPARTMENT: Parks & Rec CR7140

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
42008	Adult Activities		\$4,819.00
55430	Adult Activities	\$4,819.00	

Reason for Transfer:

Fund Line 55430 is a new operating budget line for 2018 and is unfunded. Money deposited into the Adult Activities Revenue line (42008) is being transferred to cover the expense of an invoice for uniforms for the Kickball program.

Department Head Signature:

Darcy A. Pelger

Date: 8-13-18

City Controller Approval:

Linda Alvarado

Date: 8/21/18

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: DPW Roads

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A5110-54381	Street Lighting Contractors	\$20,000.00	
A1990-55940	Contingency		\$20,000.00

Reason for Transfer:

Transfer of funds to cover the unbudgeted cost of street light repairs.

Department Head Signature: _____

Date: 8/24/18

City Controller Approval: _____


Sandra Clarkson

Digitally signed by Sandra Clarkson
DN: cn=Sandra Clarkson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencoveny.org, c=US
Date: 2018.04.06 11:03:37 -04'00'

Date: 8/23/18

City Council Approval – Resolution Number: _____

Date: _____