

Resolution 6A

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 a professional services agreement with LiRo Engineers, Inc. (formerly Sidney Bowne), to provide survey, design and construction oversight for the 2018 Roadway Capital Improvement Program, in an amount not to exceed \$230,600.

Funding: H5110-52260-1811

Resolution 6B

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 Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., to provide legal services in connection with the Glen Cove City School District regarding improper retention of property tax payments, at an hourly rate of \$275 per hour for time expended by attorneys and \$100 per hour for time expended by paralegals.

Funding: A1420-55492

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A USE AND OCCUPANCY AGREEMENT WITH RXR GLEN ISLE PARTNERS LLC

WHEREAS, the City of Glen Cove is desirous of entering into an agreement with RXR Glen Isle Partners LLC (the "Permittee") to authorize the Permittee to use and occupy a minor portion of the Garvies Point Road/Herb Hill Road Reconstruction Project right-of-way that is owned by the City for the installation and maintenance of certain improvements; and

WHEREAS, such improvements include, for example, walkways and staircases; and

WHEREAS, a form of a Permit Agreement embodying the terms and conditions of such use and occupancy has been presented to the members of the City Council for their consideration; and

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

Section 1. The Permit Agreement, in the form presented to the members of the Glen Cove City Council at this meeting, together with such non-material changes as the Mayor may hereafter deem necessary or appropriate, is hereby approved.

Section 2. The Mayor of the City of Glen Cove is hereby authorized, on behalf of the City of Glen Cove, to execute the Permit Agreement and deliver any documentation necessary to effectuate the acts authorized by this resolution.

Section 3. The City Council determines that the proposed action for a previously approved project is a Type II Action pursuant to the New York State Environmental Quality Review Act ("SEQRA"), involving "continuing agency administration," which does not involve "new programs or major reordering of priorities that may affect the environment" (6 N.Y.C.R.R. §617.5(c)(20)) and therefore no findings or determination of significance are required under SEQRA.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Amended and Restated Reciprocal Easement agreement with RXR Glen Cove Village Square, LLC and One School Street Professional Condominium, for construction of Sec. 31, Blk. 85, Lots 26, 33 and 40, also known as Parking Garage Walkway.

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adopts a Sexual Harassment Policy for the City of Glen Cove.

(See Attached)

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that Blue Sky Fireworks is hereby authorized to conduct a pyrotechnic display on November 23, 2018, at approximately 9:30 p.m., with a duration of approximately 15 – 20 minutes, pending the following conditions are adhered to:

1. Recommendation for event from Nassau County Bomb Squad;
2. A member of the Nassau County Police Department Arson/Bomb Squad will be present at the event;
3. Having present at time and place of event City of Glen Cove Volunteer Fire Department.

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove School District to host their annual “Homecoming Parade” October 20, 2018, 12:30 p.m. to 1:30 p.m. and the closing of the following streets:

Forest Avenue between Finley Middle School and Walnut Road
Walnut Road between Forest Avenue and Glen Cove High School

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes YMCA at Glen Cove to erect lawn signs October 14, 2018 through October 30, 2018, to advertise “YMCA Carnival”.

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 Vincent Purcell as Seasonal Laborer, with Parks and Recreation, at \$10.50 per hour, effective October 4, 2018 through November 30, 2018.

Budget Line: CR7140-51120



August 31, 2018

Louis Saulino, P.E. Director of Public Works
City of Glen Cove
Glen Cove City Hall
9 Glen St.
Glen Cove, NY 11542

Re: Revised Proposal for Engineering Services for the combined 2018/2019 Road Program

Dear Mr. Saulino,

As requested, we respectfully submit this revised proposal for professional engineering services for the 2018 Road Improvement project. It includes the roads as outlined below.

We identified these candidates for the 2018 / 2019 Road Program as follows:

Cove Street

West side

Settlement correction, drainage repair \$ 7,500

Elizabeth Street

Full length. – approx. 280 ft.

Base repairs, milling and paving

Preliminary construction estimate \$ 41,000

Glendale Drive

Full length

Reconstruction

Preliminary construction estimate \$ 25,000

Knott Drive

Settlement correction \$ 10,000

Laurie Place

Milling T&L and paving – full length

Minor curb repair

Preliminary construction estimate \$ 105,000

Hendrick Ave.

Lindbergh to Petite

Milling T&L and paving – full length

Minor curb repair

Preliminary construction estimate \$ 125,000



Hendrick Ave. East

Full length. – approx. 325 ft.

Milling T&L and paving – full length

Minor curb repair

Preliminary construction estimate \$ 30,000

Highfield Road approx. 460 ft.

Arbor Pl. to vic. of Glendale Drive

Repairs, milling and paving

Preliminary construction estimate \$ 15,000

Harwood Drive East & Harwood Drive West

Milling T&L and paving – full length

Minor curb repair

Preliminary construction estimate \$ 175,000

McLoughlin Street intersection

At Dickson Street

Drainage catch basin replacement

Minor curb repair, milling & paving of intersection

Preliminary construction estimate \$ 33,000

Pulaski Street

Portion under parking garage

Milling T&L and paving

Preliminary construction estimate \$ 45,000

Rooney Court

Full length. – approx. 540 ft.

Milling and paving

Random concrete curb replacement

Preliminary construction estimate \$ 71,000

Southland Drive

Dairy Drive to Eastland Dr.

Reconstruction

Preliminary construction estimate \$ 110,000

Tulane Road

Full length. – approx. 1030 ft.

Reconstruction or milling and paving

Preliminary construction estimate \$ 110,000



William Street

Full length. – approx. 500 ft.

Reconstruction or milling and paving

Full stone block curb replacement

Preliminary construction estimate \$ 116,000

A detailed listing of the proposed scope of services and fee is described below.

Scope and Fees

Our estimate to provide engineering services for the design and construction for the project are as follows:

Engineering estimate of cost of services:

A. Survey Services

1.	In-field design road survey and preparation of base maps William St	\$ 3,600
2.	In-field design road survey and preparation of base map for the Rooney Court cul-de-sac	\$ 2,500
3.	Survey Layout for Construction (William St.)	\$ 5,300
4.	Survey Layout for Construction (Rooney Ct.)	<u>\$ 2,500</u>
	Total	\$ 13,900

B. Engineering Design Services

Preparation of drawings and specifications, provide contract
bid documents, plans, cross sections and details. \$ 102,000

C. Pavement cores/test holes \$ 7,000

D. Bid Phase Services

Compilation of documents

Attend Bid opening

Review bids

Recommendations \$ 3,500

Out-of-pocket expenses for printing costs. Estimate \$ 800

Bid Phase Services – Total \$ 4,300



E. Engineering services during construction:

1. Shop drawings
Review contractor's payments requests
Clarifications
Periodic site visits
Final close-out and punch list \$ 13,000
2. Full time review of construction activities
(Assume 90 days of construction)
95 days @ 8/hrs./day @ \$120/hr. = \$ 91,200

Estimated cost for Construction Phase Services \$ 104,200

Note that LiRo's cost for Construction Phase Services is dependent on the contractor's schedule and any unforeseen issues that might occur during construction.

Summary:

Engineering Costs

A	Survey	\$13,900
B	Design	\$102,000
C	Cores	\$7,000
D	Bid	\$3,500
E	Construction phase services	<u>\$104,200</u>
		\$230,600

Engineering Services shall be in accordance with the conditions outlined in LiRo's standard agreement with the City dated June 17, 2014 and by City Resolution dated January 1, 2018. Compensation shall be at 3.0 times the direct salary for Engineering and Surveying services and 2.3 times direct salary for full time review of construction activities as well as reimbursement for approved out-of-pocket expenses at cost.

Maximum rate for professional services shall be \$195/hr.

Should you approve, please indicate your authorization below, and return a signed copy to this office.

If you have any questions, please contact me.

Sincerely,

Paul Stevens, P.E., Associate Vice President

Authorization

Date

SPECIAL COUNSEL RETAINER AGREEMENT

THIS AGREEMENT made as of this ____ day of October, 2018, by and between the **CITY OF GLEN COVE** (the ACITY@ or the ACLIENT@), a municipal corporation duly organized and validly existing under the City Law of the State of New York, having its offices at 9 Glen Street, Glen Cove, New York 11542, and the law firm of **BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C.**, (ACOUNSEL@ or the AFIRM@), with offices at 100 Garden City Plaza, Garden City, New York 11530 (the CITY and COUNSEL may hereinafter referred to, collectively, as the AParties@).

WITNESSETH:

WHEREAS, pursuant to Resolution No. ____, duly adopted at its meeting held on October ____, 2018, the City Council authorized the retention of the law firm of **BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C.**, (ACOUNSEL@) to provide legal services in connection with possible litigation against the Glen Cove City School District regarding improper retention of property tax payments.

NOW THEREFORE, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties agree:

1. COUNSEL is retained by the Village and shall provide such legal advice and services in connection with pre-litigation and litigation to obtain that portion of real property tax payments which Spectrum Origination, LLC, as collateral agent paid in settlement of a lawsuit entitled ASpectrum Origination, LLC v. the Assessor, the Board of Assessors and the Board of Assessment Review of the City of Glen Cove and the City of Glen Cove@, which was pending in Supreme Court of the State of New York, County of Nassau.

2. It is understood that Martin E. Valk, Esq. shall be the attorney to handle and supervise this matter. The CITY shall pay the hourly rate of Two Hundred Seventy Five (\$275.00) Dollars per hour for time expended by Martin E. Valk, Esq. In the event other attorney=s time is required, the rate of Two Hundred Seventy Five (\$275.00) Dollars per hour shall likewise apply. It is understood that paralegals may assist Martin E. Valk, Esq., at the rate of One Hundred (\$100.00) Dollars per hour. Such payments shall be made upon submission of CITY claim forms to the CITY TREASURER approved by the CITY ATTORNEY certifying COUNSEL=s performance and setting forth the payment to be made. The CITY will provide claim forms to COUNSEL.

3. Invoices for services performed by COUNSEL must be submitted to the CITY ATTORNEY on a monthly basis which shall be paid within thirty (30) days thereafter.

4. COUNSEL will bill in units of one-tenth of an hour. Each task performed shall be listed individually so that time spent on each task is easily ascertainable. COUNSEL shall keep the CITY ATTORNEY apprised of the hours being expended. Furthermore, COUNSEL will provide a written estimate of the time necessary to prepare any motions, briefs or other lengthy documents and thereafter obtain consent to prepare same from the CITY ATTORNEY prior to commencing such work.

5. The following shall be considered non-compensable: the CITY will not pay for preparing or discussing billing invoices; excessive review of and proofing of or revision to papers.

6. COUNSEL shall also be compensated for all reasonable expenses and disbursements actually incurred, including, but not limited to out-of-pocket disbursements for title searches, travel, messengers, investigators, trial preparation services and other legitimate

expenses, upon approval by the CITY ATTORNEY. The CITY will not reimburse expenses it is exempt from paying including, but not limited to, index number fees, the Secretary of State=s service of process fee and sales taxes. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear. The CITY will not reimburse expenses unless receipts or other appropriate documentation is provided for same.

7. In the event expert witnesses are necessary, prior to retaining any such expert on behalf of the CITY, COUNSEL will secure prior approval from the CITY ATTORNEY. A resume or curriculum vitae for the proposed expert shall be submitted at the time of the request for approval and such other information as the CITY ATTORNEY may require.

8. The CITY reserves the right to terminate this Agreement at any time by service of a written notice sent by certified mail to COUNSEL at the address set forth above. The CITY shall be responsible for payment of any portion of the services completed prior to termination and upon proof satisfactory to the CITY ATTORNEY. COUNSEL shall at the request of the CITY ATTORNEY turnover any files to the CITY ATTORNEY or such other counsel as may be designated by the CITY ATTORNEY.

9. COUNSEL shall keep the CITY ATTORNEY fully apprised of the proceedings and shall provide regular periodic status reports to the CITY ATTORNEY, which shall include reports on the legal issues, the various merits of the questions raised and potential liability. The reports shall include summary of discovery if any, and the implications fo any information obtained thereof; a pretrial report after a Note of Issue is filed and recommendations for settlement, if any. COUNSEL shall prepare such other reports as shall be requested by the CITY

ATTORNEY. In addition, COUNSEL shall prepare a report to the CITY=s auditors, within the time frame they set forth, when requested to do so. COUNSEL shall immediately notify the CITY ATTORNEY of any motions, settlement discussions, notices of appeal or other noteworthy developments.

10. COUNSEL shall provide the CITY ATTORNEY with copies of all pleadings, bills of particulars, briefs, memoranda of law, motion papers and any other documents prepared and submitted in Court, including those served by the opposing parties. COUNSEL shall promptly provide copies of any other documents requested by the CITY ATTORNEY.

11. COUNSEL shall maintain such records as may be appropriate to support its billing. The monthly billing shall include, in brief summary, a description of the work performed and the hours expended.

12. The relationship between the CITY and COUNSEL is privileged as an attorney-client relationship. However, it is possible that certain documents within COUNSEL=s possession or control may be subject to release under the Freedom of Information Law (AFOIL@). COUNSEL will promptly provide a response to any requests from the CITY=s Records Access/FOIL Officer. In the event a FOIL request is sent to COUNSEL, COUNSEL shall immediately notify the CITY ATTORNEY.

13. In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Courts, as amended will apply.

14. COUNSEL agrees that they are, and at all times shall be deemed to be an independent contractor and COUNSEL shall not, at any time or for any purpose, be deemed an

employee of the CITY. No agent, servant or employee of COUNSEL shall, at any time or under any circumstances, be deemed to be an employee of the VILLAGE.

15. COUNSEL represents that COUNSEL possesses the experience, knowledge and character necessary to qualify the FIRM and any partner or associate for the particular duties they perform.

16. COUNSEL shall at all times maintain professional errors and omission insurance during the term of the agreement. COUNSEL shall provide proof that said insurance is in effect to the CITY upon request. Nothing in this provision or in this Agreement shall create or give third parties any claim or right of action against the COUNSEL or the CITY beyond those provided by law.

17. This Agreement may not be assigned by COUNSEL without first having obtained written approval thereof from the CITY.

18. This Agreement may only be amended or modified by written agreement duly executed by the Parties.

19. The services to be provided by this retainer are limited to those described in this retainer and shall not be deemed to include any other services not expressly specified in this retainer.

20. It is understood that the Agreement represents the entire Agreement of the Parties, and all previous understandings are merged herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

WITNESS:

CITY OF GLEN COVE

_____ By: _____

WITNESS:

**BERKMAN,
HENOCH, PETERSON, PEDDY & FENCHEL,
P.C.**

_____ By: _____
Martin E. Valk, Esq.

APPROVED AS TO FORM:

Charles G. McQuair, Esq., City Attorney

, Treasurer

**CITY OF GLEN COVE
PERMIT FOR USE AND OCCUPATION
OF PORTION OF CITY OWNED RIGHT-OF-WAY**

This **PERMIT AGREEMENT** (this “Permit” or “Agreement”) is made and entered as of October __, 2018, by and between the **CITY OF GLEN COVE**, a municipal corporation of the State of New York having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the “City”) and **RXR GLEN ISLE PARTNERS LLC**, a limited liability company organized under the laws of the State of Delaware and authorized to transact business in the State of New York, with an office at 625 RXR Plaza, Uniondale, New York 11556 (the “Permittee,” and together with the City, the “Parties”).

WHEREAS, the City is implementing the road reconstruction project known as the Garvies Point Road/Herb Hill Road Reconstruction Project, NYSDOT Pin No. 0759.34 (the “Road Project”); and

WHEREAS, the Permittee is the City’s private redeveloper partner in the mixed-use waterfront redevelopment known as Garvies Point, located along the north side of Glen Cove Creek (the “Waterfront Project”); and

WHEREAS, the Road Project generally abuts the Waterfront Project, and will serve as the primary access to the City’s revitalized waterfront, including the Waterfront Project; and

WHEREAS, the City is amenable to Permittee using and occupying a minor portion of the Road Project right-of-way that is owned by the City along the north and south side of Herb Hill Road (the “Premises”) for various improvements, including, but not limited to, (i) walkways connecting the Waterfront Project to the Road Project sidewalk, (ii) two staircases providing public access from the Road Project sidewalk to the retail spaces within Block H of the Waterfront Project; (iii) small section of knee wall that frames the ADA ramp up to Block H entrance; and (vi) subsurface footing of a modular retaining wall (collectively, the “Improvements”), as more particularly shown in Exhibit “A” attached hereto;

WHEREAS the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by the Permittee, will not interfere with the use of the Premises by the public or by the agents, servants and/or employees of the City; and,

WHEREAS the Permittee is willing to abide by and carry out the conditions and regulations of this Agreement, which shall not be considered a lease, but rather a permit for use and occupancy that is revocable on notice as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Permittee shall have the right to use and occupy the Premises subject to the terms and conditions hereinafter set forth.

1. TERM. The term of this Agreement shall commence upon the Permittee's occupancy of the Premises pursuant to this Agreement and shall remain valid and in effect in perpetuity, subject to the City's right to terminate as provided in paragraph 12 below.

2. USE. (a) The City hereby grants to the Permittee the non-exclusive right to use and occupy the Premises, subject to and in accordance with the provisions set forth in this Permit.

(b) The Premises shall be used by the Permittee solely for the installation, maintenance, replacement and reconstruction of the Improvements, which will provide access and connectivity between the Road Project and Waterfront Project, within areas that would otherwise consist of unimproved buffer strips on the outermost edges of the 70-foot right-of-way for the Road Project.

(c) The Parties acknowledge that the Permittee has sought and obtained approval from the City Building Department for the installation of the Improvements and that the City has found such to be consistent with the public health, safety and welfare.

(d) Permittee's use of the Premises shall be subject to the prior and continuing right of the City and the public to use any and all parts of the Premises, and shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title or record which may affect the Premises. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Permittee a real property interest in land, including any fee, leasehold interest or easement, and therefore a landlord-tenant relationship is not hereby created.

(e) Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the Improvements or anywhere on the Premises. The Permittee is responsible for the removal of these materials and/or all expenses incurred in connection with their removal. Permittee is also responsible for the removal of snow and ice from the Improvements.

(f) Permittee, in the performance and exercise of its rights and obligations under this Agreement, shall not interfere with the existence and operation of the Premises, including, but not limited to, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, or any other telecommunications, utility or other municipal property.

(g) Permittee shall comply with all applicable laws in the exercise and performance of its rights and obligations under this Agreement.

3. USE FEE. One (\$1.00) Dollar, payment waived, in consideration of the installation, maintenance, replacement and reconstruction of the Improvements in perpetuity.

4. INSURANCE. (a) General Commercial Liability. The Permittee shall furnish to the City a certificate of commercial general liability insurance issued to and covering the liability of the City and the Permittee, with respect to the ownership and use of the Premises. Such liability policy shall name the City of Glen Cove as an additional insured. The limits of liability

in such policy shall not be less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for all damages arising out of personal injury and bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance is to be kept continuously in force while this Agreement is in effect, and shall be written by a carrier licensed to do business in New York State and satisfactory to the City. The premium for such insurance is to be paid by the Permittee. The City reserves the right to require the Permittee to provide such additional insurance, including other types and higher amounts of insurance, as the City may request in its sole discretion. In the event that the City allows the Permittee to use any subcontractors in connection with this Agreement, the Permittee shall require any such subcontractor to carry insurance with the same limits and provisions required to be carried by the Permittee under this Agreement. Permittee shall provide the City with thirty (30) days' prior written notice of any cancellation or major change in its insurance policy conditions. The City shall have the right to immediately terminate this Agreement if the insurance required hereunder is cancelled, modified or lapses.

(b) **Workers' Compensation.** In the event that the Permittee engages, or intends to engage, employees for the use, maintenance or repair of the Premises, the Permittee shall furnish a certificate of current workers' compensation insurance, in the requisite statutory amounts, to cover all such personnel.

(c) Any insurance provider of Permittee shall be admitted and authorized to do business in the State of New York, and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

5. **MINIMUM SERVICE STANDARDS.** Regardless of whether required by law, the Permittee shall perform the installation, maintenance, replacement and reconstruction of the Improvements, and otherwise perform any construction work allowed under this Agreement, in a good and workmanlike manner, with diligence and continuity in substantial conformance with the approved plans by the Building Department, and in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect thereto.

6. **INDEMNITY.** The Permittee agrees to conduct its activities upon the Premises so as not to endanger any person thereon and to indemnify and hold harmless the City, its agents, officers and employees (collectively, the "Indemnified Parties"), against any and all claims demands, causes of action, including claims for personal injury and/or death, damages (including damages to the Indemnified Parties' property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of, or in connection with the Permittee's use and occupation of the Premises, including reasonable attorneys' fees, whether such use is authorized or not, or from any acts, productions, events, etc., of the Permittee, its officers, agents, employees, sub-contractors, licensees, displayers, guests, patrons or invitees. The Permittee shall, at the City's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against the Indemnified Parties, on any such claim, demand or cause of action, and the Permittee shall pay

and satisfy any judgment or decree which may be rendered against the Indemnified Parties in any suit, action or other legal proceeding; and the Permittee shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Permittee, its officers, agents, employees, subcontractors, licensees or displayers, guests, patrons or invitees. The Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein, which will in any way conflict with the condition in any insurance policy upon the Premises or any part thereof, or in any way increase any rate of insurance upon the Premises or on any personal property kept there. The provisions of this Paragraph 6 shall survive the termination of this Agreement.

7. WAIVER OF CLAIMS. Permittee waives any and all claims, demands, causes of action and right it may assert against the City on account of any loss, damage, or injury to the Improvements or any other property of Permittee, as a result of any event or occurrence which is beyond the reasonable control of the City. The provisions of this paragraph shall survive termination of this Agreement.

8. CONDITION OF THE PREMISES. (a) The Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the City and to be used by the Permittee, and has found the Premises to be suitable for its permitted use as provided herein. The Permittee acknowledges and represents to the City that neither the City nor any agent or representative of the City has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting use and occupancy of the Premises in its “AS IS” condition “**WITH ALL FAULTS**” as of the date of this Agreement.

(b) The Permittee acknowledges that this Agreement is a permit for use and occupation by Permittee only of those certain areas of the real property as shown on Exhibit “A” hereof, and nothing contained herein is intended to transfer to the Permittee any real property interest with respect to the land under or adjacent to the Premises.

(c) The Permittee covenants that it will keep the Premises in a condition equal to that at the beginning of its occupancy under this Permit, ordinary wear and tear excepted, and that it will surrender and give up the Premises to the City upon the termination of this Agreement. The Permittee further covenants that upon vacating the Premises, it will forthwith remove all personal property belonging to it from the Premises; on the date that it surrenders the Premises, and that it thereupon will execute a full release to the City for any damages which may have resulted either to its property arising out of or due to its occupancy of the Premises. The Permittee acknowledges that any personal property remaining on the Premises after the expiration, or sooner termination, of this Permit, is intended by the Permittee to be abandoned. The Permittee shall remain liable to the City for any damages should the Permittee fail to cease operations, vacate or remove all possessions from the Premises on or before the termination date.

(d) The City shall have no responsibility to provide any services not specifically set

forth in writing in this Permit.

9. REPAIRS, MAINTENANCE AND UTILITIES. It is understood by the Permittee that the Permittee shall be responsible, at its sole expense, for any repairs, improvements, cleaning or maintenance work of any kind to be performed upon the Premises with respect to the Improvements, and shall pay for any utilities, fuel, electricity or other services used. The City may, at any time, periodically inspect the Premises to determine whether it is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary or defective conditions exist. Without limiting the generality of the foregoing, the Permittee agrees that in the event that the Permittee and/or its agents, employees or representatives shall cause any damage to the Premises, or to any fixtures, equipment and other personal property in, on or under the Premises, by reason of work conducted during the term of this Agreement, the Permittee shall repair any such damage to the Premises, at Permittee's sole expense, and restore the Premises to the condition the same was in prior to such work being done. If Permittee does not repair the Premises as just described, the City shall have the option, upon fifteen (15) days prior written notice to Permittee, to perform or cause to be performed such reasonable and necessary work on behalf of Permittee and to charge Permittee for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, Permittee shall promptly reimburse the City for such costs.

10. ALTERATIONS OR IMPROVEMENTS. The Permittee shall make no material alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the City.

11. NO WAIVER OF CITY'S RIGHTS. The failure of the City at any time to demand strict performance by the Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and the City may, at any time, demand strict and complete performance by the Permittee of said terms, covenants and conditions or of any other term and conditions of this Agreement.

12. TERMINATION. The City may terminate Permittee's rights under this Agreement upon thirty (30) days' prior written notice to Permittee in the event of a default of any material covenant or term hereof by Permittee, which default is not cured within thirty (30) days of receipt of written notice of default (or, if such default is not curable within thirty (30) days, if Permittee fails to commence such cure within thirty (30) days or fails thereafter diligently to prosecute such cure to completion). Except as expressly provided herein, the City shall not terminate this Agreement or revoke Permittee's rights hereunder, including without cause.

13. SUCCESSORS AND ASSIGNS. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the City and the Permittee and their respective permitted successors and assigns.

14. ASSIGNMENT. This Agreement shall not be assigned, shared, subcontracted or otherwise transferred without the prior written consent of the City and any purported assignment, sharing or transfer without such consent shall be null and void.

15. NOTICES. Any notice required to be sent under this Agreement shall be deemed to have been properly sent when mailed by overnight or certified mail (return receipt requested): (i) if to the City, to the City of Glen Cove c/o Charles McQuair, City Attorney, at 9 Glen Street, Glen Cove, New York 11542; and (ii) if to the Permittee, to the attention of the person who executed this Permit on behalf of the Permittee at the address specified above for the Permittee, or in each case to such other persons or addresses as shall be designated by written notice.

16. ENTIRE AGREEMENT. This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

17. SEVERABILITY. If any provision(s) of the Agreement are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provision(s).

18. GOVERNING LAW. This Agreement shall be governed and construed by and in accordance with the laws of the State of New York, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the Parties agree that the trial of such action shall be vested exclusively in the state courts of New York in the County where the City is incorporated.

19. REPRESENTATIONS AND WARRANTIES. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligation shall be binding upon such party without the requirement of the approval or consent of any other person or entity.

20. AMENDMENT. This Agreement may not be amended except pursuant to a written instrument executed by both Parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Permittee and the City have executed this Agreement and agree to be bound by all the terms and conditions set forth herein as of the date first-above written.

RXR GLEN ISLE PARTNERS LLC

CITY OF GLEN COVE

By: _____

By: _____

Name: _____

Name: Timothy Tenke

Title: _____

Title: Mayor

Date: October __, 2018

Date: October __, 2018

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

On this ____ day of ____ in the year 2018 before me, the undersigned, a notary public in and for said State, 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 which the individual acted, executed the instrument.

Notary Public

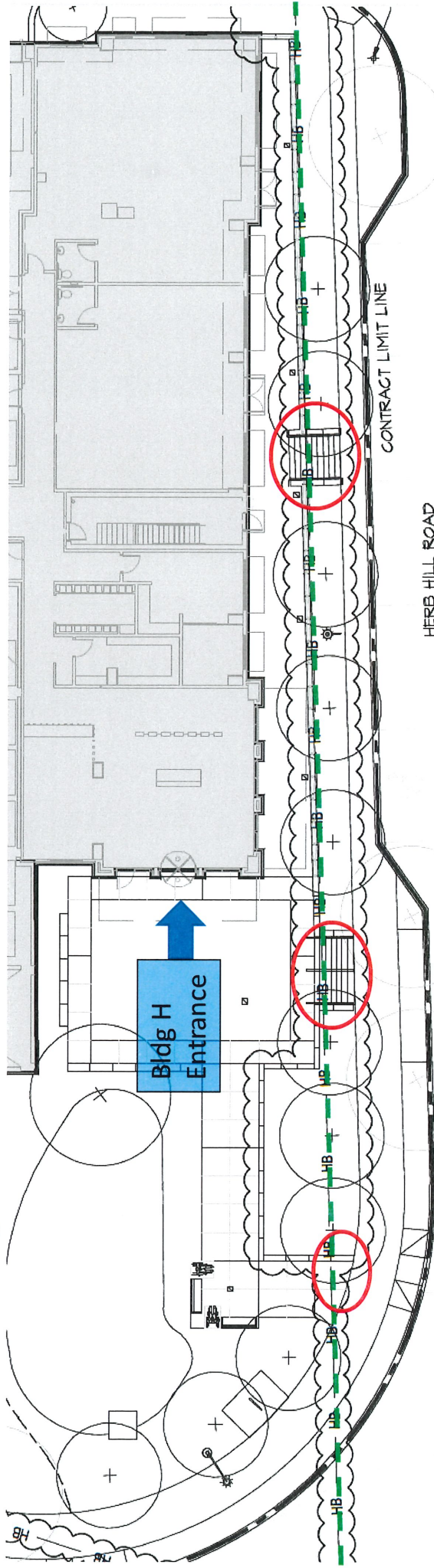
STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this ____ day of ____ in the year 2018 before me, the undersigned, a notary public in and for said State, 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 which the individual acted, executed the instrument.

Notary Public

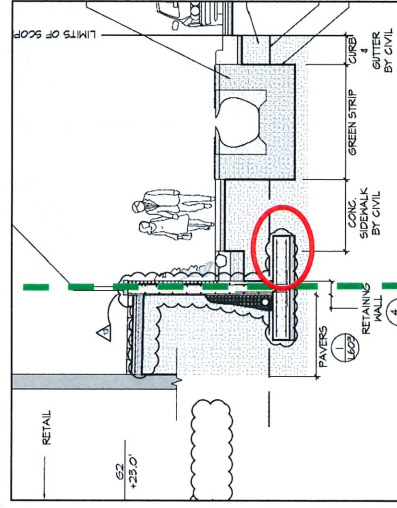
EXHIBIT “A”

EXHIBIT A: Building H



HERB HILL ROAD

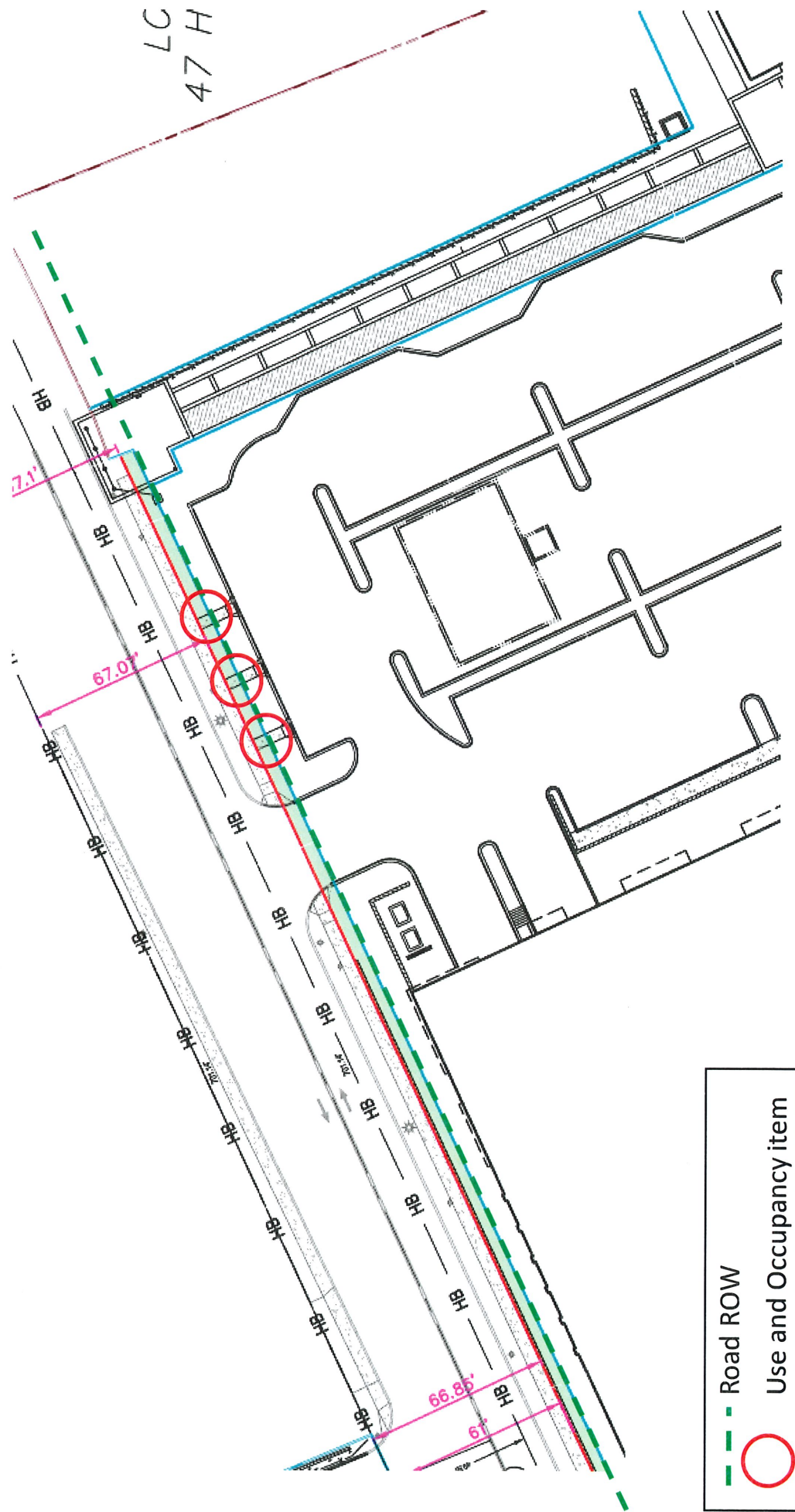
CONTRACT LIMIT LINE



Sub-surface footing



EXHIBIT A: Building I



THE CITY OF GLEN COVE

with

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

and

ONE SCHOOL STREET PROFESSIONAL CONDOMINIUM

**AMENDED AND RESTATED
RECIPROCAL EASEMENT AGREEMENT
(Parking Garage Walkway)**

Dated: as of October __, 2018

Address: Village Square

City: Glen Cove, NY 11542

Section: 31

Block: 85

Lots: 26, 33 and 40

COUNTY OF NASSAU
STATE OF NEW YORK

Record and return to:

David M. Curry, Esq.
Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556

AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT
(Parking Garage Walkway)

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT (this “**Easement Agreement**”) is made as of the ____ day of October, 2018 among THE CITY OF GLEN COVE, a municipal corporation of the State of New York, having its office at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (hereinafter referred to as the “**City**”), RXR GLEN COVE VILLAGE SQUARE OWNER LLC, a Delaware limited liability company, having an address at c/o RXR Realty, 625 RXR Plaza, Uniondale, NY 11556 (hereinafter referred to as “**RXR**”) and ONE SCHOOL STREET PROFESSIONAL CONDOMINIUM, a New York Condominium Board of Managers having an address at c/o DiMaggio Realty Management, LLC, 1 School Street, Unit 206, Glen Cove, New York 11542 (“**Lot 26 Owner**”) (the City, RXR and the Lot 26 Owner are sometimes collectively referred to as the “**parties**” or individually as a “**party**”).

RECITALS

WHEREAS, the City is the owner of that certain parcel of land known as the Brewster Street Garage, Glen Cove, in the County of Nassau and State of New York, as and known on the land map of the County of Nassau as Section 31, Block 85, Lot 33, as more particularly described in Exhibit “A” annexed hereto (the “**City Property**”); and

WHEREAS, RXR is the owner of that certain parcel of land located at Village Square, School Street and Bridge Street, Glen Cove, in the County of Nassau and State of New York, as and known on the land map of the County of Nassau as Section 31, Block 85, lot 40, as more particularly described in Exhibit “B” annexed hereto (the “**RXR Property**”); and

WHEREAS, Lot 26 Owner is the owner of that certain parcel of land located at 1 School Street, Glen Cove, in the County of Nassau and State of New York, contiguous to the City Property and the RXR Property, as and known on the land map of the County of Nassau as Section 31, Block 85, lot 26, as more particularly described in Exhibit “C” annexed hereto (the “**Lot 26 Property**”); and

WHEREAS, RXR intends to construct a mixed use building on the RXR Property and otherwise improve the RXR Property (the “**RXR Improvements**”), the site plan for which includes the improvement of certain open areas of the Lot 26 Property consistent with the surrounding open areas, and requires access to the Lot 26 Property and the public garage on the City Property located to the north of the RXR Property (the “**Parking Garage**”); and

WHEREAS, the approved site plan for the RXR Improvements includes improvement of the Lot 26 Property with a new courtyard and plantings and drainage ancillary thereto (the “**Courtyard**”), and construction of a covered pedestrian walkway on the City Property, Lot 26 Property and the RXR Property that connects the RXR Improvements and the Parking Garage (the “**Walkway**”) for use by the residents of the RXR Property and the general public; and

WHEREAS, the City and Lot 26 Owner are willing to grant an easement to RXR to construct the Courtyard and the Walkway in consideration of the easement being granted to the City for access by the public; and

WHEREAS, the parties desire to grant to each other, subject to the other and further provisions of this Easement Agreement, certain rights in and to the RXR Property, the Lot 26 Property and the City Property; and

WHEREAS, the City and RXR entered into a certain Reciprocal Easement Agreement (Parking Garage Walkway), dated as of December 28, 2017, and recorded January 24, 2018 in Liber 13612, Page 847 (the “**Existing Easement**”); and

WHEREAS, the parties desire to amend and restate the Existing Easement in its entirety pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto covenant as follows:

1. The City and Lot 26 Owner hereby grant to RXR, its agents, employees, engineers, contractors, successors and assigns (i) a permanent, non-exclusive easement of pedestrian access to and from the City Property, the Lot 26 Property and the Parking Garage and use of the Courtyard and Walkway, as depicted on Exhibit “D” annexed hereto, which shall not interfere with or place undue burden upon Lot 26 Owner’s use and enjoyment of its property, especially its elevators inside of the building located at 1 School Street, Glen Cove, NY 11542 and (ii) a temporary, nonexclusive easement for construction purposes, over the City Property and the Lot 26 Property to construct the Courtyard and the Walkway and ancillary drainage, the RXR Improvements and the Lot 26 Improvements, in accordance the site plan reviewed and approved by the City (the “**Approved Plans**”), which easement shall include, without limitation, the ability to erect temporary construction fences or other barriers for safety purposes.

2. RXR shall pay Lot 26 Owner \$25,000 as consideration of Lot 26 Owner’s grant of easement as set forth herein upon execution of this Agreement. RXR shall also pay Lot 26 Owner’s attorney fee for legal services provided in connection with this Agreement.

3. Lot 26 Owner and RXR hereby grant to the City, its agents, employees, and successors and assigns, and the public a permanent, non-exclusive easement of pedestrian access to and from and use of the open spaces located on the RXR Property and the Lot 26 Property, respectively.

4. Control over the easement areas granted by either party hereunder shall remain with the party owning such property, which shall have free, unobstructed and unlimited access to same, except for temporary encroachments reasonably necessary to permit the construction and maintenance of the improvements described herein.

5. To the extent not already obtained, the City and the Lot 26 Owner shall cooperate with RXR in applying for an obtaining any necessary permits for the construction of the Courtyard and the Walkway and other improvements from any applicable jurisdiction(s), including, without limitation, executing any required documentation. RXR shall be responsible for the preparation of and payment for all plans, surveys or other documents in connection with the approvals. All parties shall use reasonable efforts and diligence in expediting the application(s) for the permits and prosecuting the same to final decision.

6. RXR shall construct the Courtyard and Walkway and other contemplated improvements in a good and workmanlike manner and in compliance with (i) the Approved Plans, and (ii) all "Legal Requirements", at its sole cost and expense. Upon completion and in perpetuity thereafter, RXR shall maintain, repair and replace, in a good and workmanlike manner, the Courtyard, Walkway and other improved areas in compliance with all "Legal Requirements" and as reasonably acceptable to the City, at RXR's sole cost and expense. "Legal Requirement" shall mean any law, ordinance, order, rule or regulation, now existing or hereafter enacted, of a governmental authority, which imposes a duty or obligation on either party hereto.

7. (a) Before commencing construction as set forth herein, RXR shall obtain and maintain or cause to be maintained in full force and effect (i) a commercial general liability policy, insuring against any and all liability for personal injury, death and property damage arising out of the use of any of the easement areas granted hereunder, with a combined single limit of liability of not less than \$10,000,000.00, in Constant Dollars (hereinafter defined), and such policy shall not contain an action-over coverage exclusion, (ii) Workers' Compensation as required by any applicable law or regulation, and (iii) Automobile Liability Insurance for owned, hired and non-owned automobiles, with limits of liability shall not be less than \$10,000,000 combined single limit each accident for bodily injury and property damage.

(b) Prior to commencement of RXR's construction of the Courtyard and Walkway and other contemplated improvements, RXR shall deliver to the City and Lot 26 Owner a certificate of insurance for the coverages specified herein, naming the City and Lot 26 Owner as additional insureds. All such certificates shall provide that the policy may not be modified in any material manner, or cancelled on less than thirty (30) days prior written notice (ten (10) days in the event of non-payment) to the certificate holder. RXR shall renew or replace the insurance coverage and shall deliver to the City and Lot 26 Owner all such renewal and replacement certificates at least ten (10) days before such certificates, or any renewal or replacement certificates, expire.

(c) All such insurance shall be issued by insurance companies which are licensed to do business in the State of New York and having a Best's rating of at least A-, VIII. Such insurance may be provided under (i) an individual policy covering the insured party, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party, (iii) an increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, or (iv) a combination of any of the foregoing insurance programs.

(e) If RXR shall fail to procure or maintain any such insurance and pay any and all premiums and charges therefor, in addition to any other right or remedy the City or Lot

26 Owner may have, the City or Lot 26 Owner may (but shall not be obligated to do so), after two (2) days' notice to RXR (which notice shall be in lieu of any other notice to which RXR may be entitled), procure such insurance and in such event RXR shall pay the City or Lot 26 Owner, as applicable, the reasonable cost thereof, within two (2) days after receipt of demand therefore, which demand shall be accompanied by reasonable documentation supporting such expenditure.

(f) As used herein, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of January following the fifth anniversary of the date of recording of this Easement Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month in which this Easement Agreement is recorded; the "Current Index Number" shall be the level of the Index for the month of September preceding the adjustment date; the "Index" shall be the consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1996=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the parties shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

8. RXR hereby indemnifies, defends (with counsel selected by the City) and holds harmless the City, the City's agents and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) harmless from any and all actual damages (including reasonable attorneys' fees and disbursements), penalty or fine incurred as a result of RXR's construction, use or maintenance (but not by members of the public) of the Courtyard and Walkway except to the extent due to the gross negligence or willful misconduct of the City or the City's agents, employees, agents, contractors, invitees or licensees. The City hereby indemnifies, defends and holds harmless RXR, its agents and purchasers, and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) from any and all actual damages (including reasonable attorneys' fees and disbursements), penalties or fines incurred as a result of the use of the RXR Property by the City (but not by members of the public), except to the extent due to the gross negligence or willful misconduct of RXR, its mortgagees, agents, employees, guests, invitees, tenants and licensees.

9. RXR hereby indemnifies, defends (with counsel selected by the Lot 26 Owner) and holds harmless Lot 26 Owner, its agents and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) and unit owners harmless from any and all actual damages (including reasonable attorneys' fees and disbursements), penalty or fine incurred as a result of RXR, RXR's contractors and/or subcontractor's construction, use and maintenance (but not by members of the public) of the Courtyard and Walkway and other improvements contemplated herein except to the extent due to the gross negligence or willful misconduct of the Lot 26 Owner or Lot 26 Owner's unit owners, agents, employees, agents, contractors, invitees or licensees. In claims against Lot 26 Owner by an employee of RXR, its

contractors and/or subcontractors, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for RXR, RXR's contractors and/or subcontractors under Worker's or Workmen's Compensation Acts or other employees benefits act.

10. The parties hereto shall use commercially reasonable efforts to obtain from any mortgagee encumbering either the RXR Property Lot 26 Property or the City Property a consent and subordination to this Easement Agreement. This Easement Agreement shall be superior to any mortgages placed upon either property on or after the date hereof.

11. Notwithstanding anything to the contrary contained in this Easement Agreement, the parties hereto reserve to themselves the non-exclusive right to utilize the areas of the respective properties encumbered by this Easement Agreement in common with the other party hereto.

12. Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other pursuant to the terms of this Easement Agreement or pursuant to any applicable law or requirement of any public authority shall be in writing and shall be deemed to have been properly given, rendered or made by (a) delivery by hand, (b) overnight courier, or (c) certified mail, return receipt requested, addressed as appropriate, if to RXR, at the address listed above, with a copy to:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556
Attention: David M. Curry, Esq.

and to the City, at the address listed above, with copies to:

Charles McQuair, Esq.
City Attorney
9 Glen Street
Glen Cove, NY 11542

and

Phillips Lytle LLP
340 Madison Avenue, 17th Floor
New York, N.Y. 10173
Attention: Milan K. Tyler

and to Lot 26 Owner, at the address listed above, with a copy to:

Angelo A. DiMaggio, Esq.
1 School Street
Suite 206
Glen Cove, NY 11542

Any such notice, if (x) delivered by hand, shall be deemed to have been given, rendered or made when actually delivered by hand, (y) sent by overnight courier, shall be deemed given, rendered or made upon actual receipt, or (z) sent by certified mail, return receipt requested, shall be deemed given, rendered or made as of three (3) days from the postmark of such notice. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it. The attorneys for the respective parties hereto may transmit or receive any notice hereunder on behalf of their respective clients.

13. This Easement Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. The parties and their respective successors and assigns shall have the right to enforce by proceedings at law or in equity, the covenants in this Easement Agreement. The right to enforce this Easement Agreement shall include, without limitation, the right to maintain a proceeding at law or in equity against a person or persons who have violated or who are attempting to violate any of the covenants of this Easement Agreement, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations, including all necessary and reasonable costs, damages and expenses incurred, including legal fees and expenses, in connection with such proceedings.

15. This Easement Agreement contains the entire agreement between the parties relating to the subject of this Easement Agreement. This Easement Agreement may be modified only by a written and recorded agreement signed by both parties or their respective successors or assigns.

16. Each party shall, upon the other party's request, take such other actions and sign such other documents as may be reasonably required to carry the provisions of this Easement Agreement into effect.

17. This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of New York (without giving effect to New York's principles of conflicts of laws). RXR shall pay all recording fees in connection with the recording of this Easement Agreement.

18. All exhibits to this Easement Agreement are incorporated in and made a part of this Easement Agreement by reference.

19. The failure of either party to enforce or terminate this Easement Agreement for the violation thereof by the other party on any occasion, shall not be deemed a waiver of the right to enforce or terminate this Easement Agreement by such party in the event of subsequent violation or breach hereof. No such failure to enforce or terminate this Easement Agreement shall constitute a course of conduct or dealing between the parties and no inference of any type shall be drawn therefrom.

20. This Easement Agreement may be executed in multiple original counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same

document. All such counterparts shall be construed together and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Reciprocal Easement Agreement (Parking Garage Walkway) to be executed as of the date first written above.

THE CITY OF GLEN COVE

By: _____

Name:

Title:

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

By: _____

Name:

Title:

ONE SCHOOL STREET PROFESSIONAL CONDOMINIUM

By: _____

Name:

Title:

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of October in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of October in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of October in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

City Property

(see attached)

All those certain plots, pieces or parcels of land, with all the improvements thereon, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York and more particularly bounded and described as follows:

Disposition Parcel 8

Commencing at a point on the easterly line of Brewster Street, said point being the southerly end of a curve connecting the southerly line of Highland Road (as extended) with easterly line of Brewster Street.

Running thence from said point the following two (2) courses and distances:

1. Southerly along the easterly line of Brewster Street along the arc of a curve bearing to the right whose radius is 540.000 feet, an arc length of 13.62 feet to a point of tangency;
2. Continuing southerly along the easterly line of Brewster Street, South $24^{\circ}-06'-15''$ West 115.29 feet to the point or place of beginning:

Running thence from said point of beginning the following six (6) courses and distances:

1. Easterly, South $61^{\circ}-36'-05''$ East, 92.81 feet;
2. Easterly, South $76^{\circ}-46'-39''$ East, 62.55 feet to a point of curvature;
3. Southeasterly along the arc of a curve bearing to the right whose radius is 15.00 feet and delta is $105^{\circ}-10'-34''$ an arc length of 27.54 feet to a point of tangency;
4. Southerly, South $28^{\circ}-23'-55''$ West, 155.68 feet;
5. Westerly, North $62^{\circ}-14'-35''$ West, 160.43 feet to the easterly line of Brewster Street;
6. Northerly, along the aforementioned line North $24^{\circ}-06'-15''$ East, 156.01 feet to the point or place of beginning, containing within said bounds 0.6081 acres more or less.

Disposition Parcel 9

Commencing at a point on the easterly line of Brewster Street said point being the southerly end of a curve connecting the southerly line of Highland Road (as extended) with the easterly line of Brewster Street.

Running thence from said point the following two (2) courses and distances:

1. Southerly along the easterly line of Brewster Street along the arc of a curve bearing to the right whose radius is 540.00 feet, an arc length of 13.62 feet to a point of tangency;

2. Continuing southerly along the easterly line of Brewster Street, South $24^{\circ}-06'-15''$ West, 271.30 feet to the point or place of beginning:

Running thence from said point of beginning the following eleven (11) courses and distances:

1. Easterly, South $62^{\circ}-14'-35''$ East, 160.43 feet;
2. Southerly, South $28^{\circ}-23'-55''$ West, 309.03 feet;
3. Southerly, South $37^{\circ}-20'-29''$ West, 18.11 feet;
4. Westerly, North $86^{\circ}-05'-55''$ West, 20.64 feet;
5. Northerly, North $7^{\circ}-22'-15''$ East, 8.88 feet;
6. Northerly, North $60^{\circ}-41'-08''$ West, 37.82 feet;
7. Northerly, North $29^{\circ}-18'-52''$ East, 2.50 feet;
8. Westerly, North $60^{\circ}-41'-08''$ West, 103.98 feet to the easterly line of Brewster Street (as relocated);
9. Northerly along the easterly line of Brewster Street (as relocated) along the arc of a curve bearing to the left whose radius is 1,240.00 feet and delta is $11^{\circ}-51'-50''$, an arc length of 256.76 feet;
10. Northerly along the easterly line of Brewster Street and non tangent to the aforementioned curve North $26^{\circ}-52'-43''$ East, 50.77 feet;
11. Northerly and continuing along the easterly line of Brewster Street, North $24^{\circ}-06'-15''$ East, 13.75 feet to the point or place of beginning, containing within said bounds 1.1768 acres more or less.

The above described parcels are subject to Pedestrian Accessway Easements recorded in the Nassau County Land Records in Liber 9455 of Deeds at Page 426 and in Liber 9594 of Deeds at Page 924 and a Pedestrian and Bridge Easement recorded in Liber 10027 of Deeds at Page 913 .

The above described parcels are shown on a map entitled "Glen Cove Community Development Agency, City of Glen Cove, Nassau County, N.Y., Downtown Renewal Project Area within Neighborhood Development Program NDP Area No. 1, Project N.Y.A.-23 and Project Area within Renewal Project N.Y.R.-185, Disposition Plat, Disposition Parcels 8 & 9", prepared by Sidney B. Bowne & Son and dated January 29, 1988, and also appear on the Nassau County Land and Tax Map as Part of Lot 29 in Block 85, Section 31.

EXHIBIT B

RXR Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point in the easterly right-of-way of Brewster Street, said point being the following five (5) courses from the intersection of said Brewster Street (Glen Cove Avenue Extension) with the northerly right-of-way of Glen Cove Avenue:

- A. THENCE on a curve to the right having a radius of 40.00 feet, an arc length of 39.38 feet to a point;
- B. THENCE North $01^{\circ} 29' 54''$ East, a distance of 36.44 feet to a point;
- C. THENCE on a curve to the right having a radius of 941.67 feet, an arc length of 16.06 feet to a point;
- D. THENCE North $10^{\circ} 20' 36''$ East, a distance of 273.25 feet to a point;
- E. THENCE on a curve to the right having a radius of 560.00 feet, an arc length of 45.23 feet, whose chord bears North $12^{\circ} 40' 22''$ East a distance of 45.22 feet to the POINT OF BEGINNING, and running, thence, the following three courses along said easterly right-of-way of Brewster Street:
 - 1. On a curve to the right having a radius of 560.00 feet, an arc length of 206.92 feet, whose chord bears North $25^{\circ} 34' 19''$ East a chord distance of 205.74 feet to a point of tangency;
 - 2. THENCE North $36^{\circ} 09' 28''$ East, a distance of 94.96 feet to a point of cusp;
 - 3. THENCE on a curve to the right having a radius of 1240.00 feet, an arc length of 71.25 feet, whose chord bears North $34^{\circ} 30' 44''$ East a chord distance of 71.24 feet to a point;
 - 4. THENCE along the southerly line of Lot 33, Section 31, Block 85, South $64^{\circ} 02' 42''$ East, a distance of 103.98 feet to a point;
 - 5. THENCE along the westerly line of Lot 26, Section 31, Block 85, South $25^{\circ} 57' 18''$ West a distance of 44.50 feet to a point, thence, the following four (4) courses along the southerly line of said Lot 26:
 - 6. South $64^{\circ} 02' 42''$ East, a distance of 16.68 feet to a point;
 - 7. THENCE South $89^{\circ} 27' 29''$ East, a distance of 65.58 feet to a point;

8. THENCE North 33° 58' 55" East, a distance of 20.04 feet to a point;
9. THENCE South 64° 02' 42" East, a distance of 60.32 feet to a point in the westerly right-of-way of School Street, thence, along said westerly right-of-way the following two (2) courses:
 10. South 24° 57' 25" West, a distance of 75.88 feet to a point;
 11. THENCE South 07° 27' 38" West a distance of 18.38 feet to a point, thence, the following five (5) courses along the proposed subdivision line:
 12. North 82° 32' 22" West a distance of 4.94 feet to a point;
 13. THENCE North 89° 27' 29" West a distance of 120.68 feet to a point;
 14. THENCE South 26° 02' 43" West a distance of 85.92 feet to a point;
 15. THENCE South 50° 22' 39" East a distance of 73.77 feet to a point;
 16. THENCE North 89° 09' 01" East a distance of 90.63 feet to a point in the westerly right-of-way of Bridge Street, thence, the following two (2) courses along said westerly right-of-way;
 17. South 07° 27' 38" West a distance of 13.39 feet to a point;
 18. THENCE South 00° 50' 59" East a distance of 107.64 feet to a point, thence, the following three (3) courses along the northerly line of Lot 35, Section 31, Block 85:
 19. THENCE South 89° 06' 23" West, a distance of 168.63 feet to a point;
 20. THENCE South 01° 29' 24" East, a distance of 24.73 feet to a point;
 21. THENCE South 86° 59' 54" West, a distance of 34.59 feet to a point;
 22. THENCE along the easterly line of Lot 36, Section 31, Block 85, North 02° 01' 38" West a distance of 130.99 feet to a point, thence, the following two (2) courses along the northerly line of said Lot 36;
 23. South 87° 10' 59" West, a distance of 98.73 feet to a point;
 24. THENCE North 73° 38' 36" West, a distance of 51.14 feet to the POINT OF BEGINNING.

EXHIBIT C

Lot 26 Property

ALL that certain piece or parcel of land situate in the City of Glen Cove, County of Nassau, and State of New York, bounded and described as follows:

Beginning at a point on the new westerly right of way line of School Street, said point being southerly 463.01 feet as measured along said line from the ^{southerly} end of a curve, having a radius of 30.00 feet, an arc length of 49.64 feet connecting the new westerly right of way line of School Street with the southerly right of way line of Highland Road, and from said point of beginning proceeding along the following fourteen (14) courses:

1. S. 28° 18' 59" W., along the new westerly right of way line of School Street, 198.22 feet;
2. N. 60° 41' 08" W., 60.32 feet;
3. S. 37° 20' 29" W., 20.04 feet;
4. N. 86° 05' 55" W., 65.58 feet;
5. N. 60° 41' 08" W., 16.68 feet;
6. N. 29° 18' 52" E., 42.00 feet;
7. S. 60° 41' 08" E., 37.82 feet;
8. S. 7° 22' 15" W., 8.88 feet;
9. S. 86° 05' 55" E., 20.64 feet;
10. N. 37° 20' 29" E., 18.11 feet;
11. N. 28° 23' 55" E., 200.15 feet;
12. S. 61° 41' 01" E., 36.11 feet;
13. S. 28° 18' 59" W., 15.83 feet;
14. S. 61° 41' 01" E., 40.10 feet to the point of beginning, being 17,827 square feet more or less.

Subject to a subsurface utility easement covering all utilities, said easement being bounded and described as follows:

Beginning at a point on the new westerly right of way line of School Street, said point being southerly 651.23 feet as measured along said line from the end of a curve, having a radius of 30.00 feet, an arc length of 49.64 feet connecting the new westerly right of way line of School Street with the southerly right of way line of Highland Road, and from said point of beginning proceeding along the following fourteen (14) courses:

1. S. 28° 18' 59" W., along the new westerly right of way line of School Street, 10.00 feet;

2. N. 60° 41' 08" W., 60.32 feet;
3. S. 37° 20' 29" W., 20.04 feet;
4. N. 86° 05' 55" W., 65.58 feet;
5. N. 60° 41' 08" W., 16.68 feet;
6. N. 29° 18' 52" E., 42.00 feet;
7. S. 60° 41' 08" E., 37.82 feet;
8. S. 7° 22' 15" W., 8.88 feet;
9. S. 86° 05' 55" E., 20.64 feet;
10. N. 37° 20' 29" E., 18.11 feet;
11. N. 28° 23' 55" E., 200.15 feet;
12. S. 61° 41' 01" E., 8.00 feet;
13. S. 28° 23' 55" W., 202.86 feet;
14. S. 60° 41' 08" E., 68.51 feet to the point of beginning.

Together with an easement over a portion of the Brewster Street Parking Facility Parcel for a pedestrian accessway connecting the above described property with the Brewster Street Parking Facility, said easement being limited in height to the highest point of the proposed building to be constructed on the above described property, said easement being bounded and described as follows:

Beginning at the northeasterly corner of the pedestrian accessway easement, said point being distant from the southerly end of a curve (R=30.00 feet, L=49.64 feet) connecting the southerly line of Highland Road with the new westerly line of School Street, the following five (5) courses: (1) southerly along the new westerly line of School Street 463.01 feet; (2) N. 61° 41' 01" W., 40.10 feet; (3) N. 28° 13' 59" E., 15.83 feet; (4) N. 61° 41' 01" W., 36.11 feet; and (5) S. 28° 23' 55" W., 90.72 feet to the point of beginning.

From said point of beginning proceeding along the following four (4) courses:

1. S. 28° 23' 55" W., 43.00 feet;
2. N. 61° 36' 05" W., 20.00 feet;
3. N. 28° 23' 53" E., 43.00 feet;
4. S. 61° 36' 05" E., 20.00 feet to the point of beginning, being 860 square feet more or less.

The above described pedestrian accessway shall consist of a covered pedestrian bridge and ground level pedestrian stairways and ramps to be constructed by the Party of the Second Part at its own cost and expense and shall be maintained in perpetuity by the Party of the Second Part, its successors and assigns. The obligation to maintain the pedestrian accessway in perpetuity shall be a covenant running with the land.

EXHIBIT D

Easement Area

Easement Area should contain detail description as to the length and width of the walkway, basic description about the improvement to the courtyard with the approved plan and drawing attached.

Sexual Harassment Policy for the City of Glen Cove, NY



Combating Sexual Harassment

Introduction

The City of Glen Cove is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the City of Glen Cove's commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the City of Glen Cove. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. The City of Glen Cove's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the City of Glen Cove. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The City of Glen Cove will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the City of Glen Cove who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees² working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or the Personnel Office. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the City of Glen Cove to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The City of Glen Cove will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The City of Glen Cove will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The City of Glen Cove will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Personnel Office.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;

- Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The City of Glen Cove cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Personnel Office. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Personnel Office.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Personnel Office.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The City of Glen Cove will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Personnel Office will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections And External Remedies

Sexual harassment is not only prohibited by the City of Glen Cove but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the City of Glen Cove, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the City of Glen Cove does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.