

**CITY OF GLEN COVE  
PROPOSED LOCAL LAW A-2022  
"AMENDMENTS TO ZONING CODE"**

Public  
Hearing  
B

A local law to amend Chapter 280, "Zoning," Section 280-13, "General requirements," of Article IV, "Site Plan Review," Section 280-65, "B-1 Central Commercial District," Section 280-65.1, "CBD Overlay District," Section 280-66, "B-2 Peripheral Commercial District" and Section 280-67, "B-3 Shopping Center District," of the Code of the City of Glen Cove to amend the types of uses requiring special use permits and site plan review.

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

**SECTION 1.** Section 280-13, "General requirements," of Article IV, "Site Plan Review," of Chapter 280, "Zoning" of the Code of the City of Glen Cove is hereby amended as follows:

**§ 280-13 General requirements.**

A. In all districts, site plan review and approval by the Planning Board shall be required for:

\* \* \*

(3) Any change in use or intensity of use which will affect the characteristics of the site in terms of parking, loading, access, drainage, utilities or other City services. Notwithstanding, changes in use from one permitted use to another permitted use contained within an established shopping center with an existing parking lot, shall not require site plan approval so long as no alterations are made to the exterior of the building or site.

(4) Any application for a special use permit or exception.

\* \* \*

**SECTION 2.** Section 280-65, "B-1 Central Commercial District," of Chapter 280, "Zoning," of the Code of the City of Glen Cove is hereby amended as follows:

**§ 280-65 B-1 Central Commercial District.**

\* \* \*

B. Permitted principal uses. The following uses shall be permitted, providing that such uses shall be located in fully enclosed structures:

\* \* \*

(19) Fully enclosed personal service shops, such as barber shops, hairdressers, nail salons, tanning salon and other personal services intended to enhance personal appearance.

\* \* \*

G. Special uses permitted at the discretion of the Planning Board.

(1) Public garage, provided that the Board shall find that:

(a) The proposed use is in the public interest.

(b) The use will not increase traffic congestion unduly on the streets abutting the property.

(2) Changes in noncomplying buildings in accordance with § 280-30.

(3) Public utility installations, buildings and structures, provided that the same are suitably located and planned as to site, lot area, height, yards and exterior appearance.

(4) ~~Fully enclosed personal service shops, such as barber shops, hairdressers, nail salons, tanning salon and other personal services intended to enhance personal appearance, subject to the following conditions:~~

~~(a) In the interest of preserving the balance of businesses and ensuring the success of personal service shops in downtown Glen Cove, the applicant shall prepare a narrative that demonstrates the following: the market potential for the proposed use, location of stores within the B-1 Business District that offer similar services and peak times of service and similar businesses within 500 feet of the personal service shops. This information shall be used to estimate the likelihood of success and potential economic viability for the new personal service stores. The Planning Board shall consider this in conjunction with criteria in § 280-20 before a permit may be issued.~~

~~(b) Comment from BID regarding the consistency with the overall marketing plan for the CBD, where practicable. [INTENTIONALLY OMITTED]~~

\* \* \*

**SECTION 3.** Section 280-65.1, “*CBD Overlay Commercial District*,” of Chapter 280, “*Zoning*,” of the Code of the City of Glen Cove is hereby amended as follows:

**§ 280-65.1 CBD Overlay Commercial District.**

\* \* \*

F. Additional criteria applicable to special use permits allowed by the underlying zoning:

\* \* \*

(2) To ensure a variety of uses appealing to a wide range of patrons, the following uses shall be located no closer than 150 feet to a similar establishment and shall have 40 feet or less of ground story frontage, which is consistent with the current scale of the Central Business

District:

- (a) Dance hall, bowling alley, skating rink, billiard parlor, radio station studio, lodge or assembly hall, club, discotheque, or bar.

~~(b) Fully enclosed personal service shops, such as barber shops, hairdressers, nail salons, tanning salons and other personal services.~~

\* \* \*

**SECTION 4.** Section 280-66, "*B-2 Peripheral Commercial District*" of Chapter 280, "Zoning," of the Code of the City of Glen Cove is hereby amended as follows:

**§ 280-66 B-2 Peripheral Commercial District.**

\* \* \*

- B. Permitted principal uses: The following uses shall be permitted, providing that such uses shall be located in fully enclosed stores:

\* \* \*

~~(27) Convenience stores.~~

~~(28) Gourmet food stores.~~

~~(29)~~(27) Funeral homes.

\* \* \*

- F. Special uses permitted at the discretion of the Planning Board.

\* \* \*

(16) Convenience stores.

(17) Gourmet food stores.

**SECTION 5.** Section 280-67, "*B-3 Shopping Center District*" of Chapter 280, "Zoning," of the Code of the City of Glen Cove is hereby amended as follows:

**§ 280-67 B-3 Shopping Center District.**

\* \* \*

- B. Permitted principal uses: The following uses shall be permitted, providing that such uses



shall be located in fully enclosed stores:

\* \* \*

~~(30) Convenience stores.~~

~~(31) Gourmet food stores.~~

~~(32) Grocery stores~~

\* \* \*

G. Special uses permitted at the discretion of the Planning Board.

\* \* \*

~~(5) Those used not listed but deemed similar in nature by the Planning Board in accordance with guidelines established in §280-43G.~~ Convenience stores.

(6) Gourmet food stores.

(7) Grocery stores.

(8) Those used not listed but deemed similar in nature by the Planning Board in accordance with guidelines established in §280-43G.

**SECTION 6.** This local law shall take effect immediately upon filing with the Secretary of State.

-----  
**Note:** New words are underlined. Deletions are ~~struck-out~~. Dotted . . . or starred \* \* \* lines set off that portion of a section or subsection which is amended.



6A

**Schedule I**  
**2022 Capital Improvement Plan**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b> PPU Section 11.00 a Reference
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	
<b>DPW – ADMIN.</b>					
Planning for Parking Garage Improvements	50,000	50,000		5	62
Parking Garage improvements	28,380	28,380		15	12(a)(2)
<b>DPW - ROADS</b>					
Road and drainage improvements	750,000	750,000		15	20(c)
Various Community Improvement Projects	75,000	75,000		5	35
Acquisition of heavy duty vehicles	328,206	328,206		15	28
<b>POLICE DEPARTMENT</b>					
Acquisition of police patrol vehicles	351,873	351,873	250,000	3	77
Acquisition of police pick-up truck	60,000	60,000		15	28
Acquisition of police patrol car radios and computers	75,754	75,754		5	108 & 32
Acquisition of license plate readers	36,604	36,604		5	32
Police Headquarter building improvements	135,719	135,719	95,714	15	12(a)(2)
Acquisition of emergency generator	30,000	30,000		10	13
<b>FIRE DEPARTMENT</b>					
Acquisition of equipment	25,000	25,000		5	32
Firehouse building improvements	75,000	75,000		15	12(a)(2)
Acquisition of replacement generator	60,000	60,000		10	13
Acquisition of turnout gear	250,000	250,000	250,000	5	32
<b>FIRE DEPARTMENT DISPATCH</b>					
Acquisition of new Simulcast Repeater	318,334	318,334		10	25
<b>EMS/AMBULANCE CORPS</b>					
EMS emergency equipment	114,715	114,715		5	32
Acquisition of vehicle	62,500	62,500		3	77
EMS communications system upgrades	68,888	68,888		10	25
<b>HARBOR PATROL</b>					

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of vehicle	51,000	51,000		3	77
Acquisition of radios	42,401	42,401		10	25
Acquisition of infrared thermal cameras	13,918	13,918		5	32
<b>SENIOR CENTER</b>					
Building improvements	300,000	300,000		15	12(a)(2)
Various building improvements	24,000	24,000	24,000	15	12(a)(2)
Replacement of walk-in refrigerator	41,530	41,530		5	32
<b>PARKS</b>					
Park Improvements	300,000	300,000		15	19(c)
City Stadium Park Improvements	25,000	25,000		15	19(c)
Acquisition of equipment	11,563	11,563		5	32
<b>INFORMATION TECHNOLOGY</b>					
Security system improvements	14,600	14,600		5	32
Cyber security improvements	25,000	25,000		5	32 & 108
<b>ANIMAL SHELTER</b>					
Animal Shelter facility improvements	57,920	57,920		15	12a(2)
<b>GOLF COURSE</b>					
Acquisition of golf carts	31,000	31,000		5	32
<b>CDA</b>					
Planning for future City-wide improvements	75,000	75,000	56,250	5	62
<b>WATER DEPARTMENT</b>					
Water system improvements	1,000,000	1,000,000	1,000,000	40	1
Planning for water system improvements	<u>50,000</u>	<u>50,000</u>		5	62
<b>TOTAL CAPITAL PLAN 2022</b>	<b><u>\$4,958,905</u></b>	<b><u>\$4,958,905</u></b>	<b><u>\$1,675,964</u></b>		

6B

EXTRACT OF MINUTES  
Meeting of the City Council of the  
City of Glen Cove, in the  
County of Nassau, New York  
June 28, 2022

\* \* \*

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on June 28, 2022.

There were present: Hon. Pamela Panzenbeck, Mayor; and  
Councilpersons:

There were absent:

Also present: Tina Pemberton, City Clerk

\* \* \*

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



BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED JUNE 28, 2022, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$4,958,905, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,958,905 TO FINANCE SAID APPROPRIATION

THE CITY COUNCIL OF THE CITY OF GLEN COVE, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY ORDAINS (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City Council of the City is hereby authorized to construct, acquire or undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated total cost of such projects, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,958,905 and said amount is hereby appropriated for such purposes. The plan of financing includes the issuance of bonds of the City in the principal amount of not to exceed \$4,958,905 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grants and/or other funds received on account of any of the projects and referred to in **column D of said Schedule I** are hereby

authorized to be applied toward the cost of such projects or the payment of debt service relating to any bonds or notes issued to finance such projects.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$4,958,905 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes and classes of objects or purposes for which said bonds are authorized to be issued, within the limitations of §11.00 a. of the Law as indicated in **column F of said Schedule I**, are set forth in **column E of said Schedule I**.

Section 4. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this ordinance. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of

validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this ordinance and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the City Controller, the chief fiscal officer of the City.

Section 7. The validity of the bonds authorized by this ordinance, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such ordinance, or a summary thereof, are not substantially complied with,



and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. This bond ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing ordinance, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in the "*Glen Cove Herald Gazette*," a newspaper having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

The adoption of the foregoing ordinance was seconded by

\_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The ordinance was declared adopted.

\*\*\*\*\*

**Schedule I**  
**2022 Capital Improvement Plan**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b> PPU Section 11.00 a Reference
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	
<b>DPW – ADMIN.</b>					
Planning for Parking Garage Improvements	50,000	50,000		5	62
Parking Garage improvements	28,380	28,380		15	12(a)(2)
<b>DPW - ROADS</b>					
Road and drainage improvements	750,000	750,000		15	20(c)
Various Community Improvement Projects	75,000	75,000		5	35
Acquisition of heavy duty vehicles	328,206	328,206		15	28
<b>POLICE DEPARTMENT</b>					
Acquisition of police patrol vehicles	351,873	351,873	250,000	3	77
Acquisition of police pick-up truck	60,000	60,000		15	28
Acquisition of police patrol car radios and computers	75,754	75,754		5	108 & 32
Acquisition of license plate readers	36,604	36,604		5	32
Police Headquarter building improvements	135,719	135,719	95,714	15	12(a)(2)
Acquisition of emergency generator	30,000	30,000		10	13
<b>FIRE DEPARTMENT</b>					
Acquisition of equipment	25,000	25,000		5	32
Firehouse building improvements	75,000	75,000		15	12(a)(2)
Acquisition of replacement generator	60,000	60,000		10	13
Acquisition of turnout gear	250,000	250,000	250,000	5	32
<b>FIRE DEPARTMENT DISPATCH</b>					
Acquisition of new Simulcast Repeater	318,334	318,334		10	25
<b>EMS/AMBULANCE CORPS</b>					
EMS emergency equipment	114,715	114,715		5	32
Acquisition of vehicle	62,500	62,500		3	77
EMS communications system upgrades	68,888	68,888		10	25
<b>HARBOR PATROL</b>					

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized <sup>(1)</sup>	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of vehicle	51,000	51,000		3	77
Acquisition of radios	42,401	42,401		10	25
Acquisition of infrared thermal cameras	13,918	13,918		5	32
<b>SENIOR CENTER</b>					
Building improvements	300,000	300,000		15	12(a)(2)
Various building improvements	24,000	24,000	24,000	15	12(a)(2)
Replacement of walk-in refrigerator	41,530	41,530		5	32
<b>PARKS</b>					
Park Improvements	300,000	300,000		15	19(c)
City Stadium Park Improvements	25,000	25,000		15	19(c)
Acquisition of equipment	11,563	11,563		5	32
<b>INFORMATION TECHNOLOGY</b>					
Security system improvements	14,600	14,600		5	32
Cyber security improvements	25,000	25,000		5	32 & 108
<b>ANIMAL SHELTER</b>					
Animal Shelter facility improvements	57,920	57,920		15	12a(2)
<b>GOLF COURSE</b>					
Acquisition of golf carts	31,000	31,000		5	32
<b>CDA</b>					
Planning for future City-wide improvements	75,000	75,000	56,250	5	62
<b>WATER DEPARTMENT</b>					
Water system improvements	1,000,000	1,000,000	1,000,000	40	1
Planning for water system improvements	<u>50,000</u>	<u>50,000</u>		5	62
<b>TOTAL CAPITAL PLAN 2022</b>	<b><u>\$4,958,905</u></b>	<b><u>\$4,958,905</u></b>	<b><u>\$1,675,964</u></b>		



CLERK'S CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on June 28, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this \_\_\_\_ day of June, 2022.

(SEAL)

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



Municipal Engineering & Infrastructure  
Civil/Site/Structural Design  
Contractor Support Services

6F

May 25, 2022

Mr. Louis Saulino, PE  
Director of Public Works  
City of Glen Cove  
9 Glen Street  
Glen Cove NY 11542

Re: On-Call Engineering Services  
DPW Salt Shed – Morris Avenue, Glen Cove

Dear Mr. Saulino:

Newport Professional Engineering, PC is pleased to provide the following scope of services relating to the above-captioned project. Per our initial understanding, the following outlines a series of tasks *Newport PE* will provide;

#### **I. SCOPE OF SERVICES**

- a) Meet with City Project Officials and review proposed site location, discuss logistics and sizing;
- b) Review design aspects including overall footprint, personnel and overhead doors, interior clear span, electrical, exhaust, Carbon Monoxide Detection, interior and exterior lighting, lightning protection;
- c) Prepare New Pre-fabricated Steel framed Salt Shed plans and associated technical specifications including analysis of ASCE 7-10, 7-16 wind analysis, design foundation, review design criteria with vendor, electrical power and lighting, CO system;
- d) Prepare bid document (electronic) coordinating with Purchasing Department conforming to NYSDOL labor rates, technical specifications and plans illustrating the limit of work;

71 West Main Street, Suite 5  
Oyster Bay, New York 11771  
Tel: 516.922.2672  
Fax: 516.922.2686  
[www.newportpe.com](http://www.newportpe.com)

- e) Newport to provide bid support & construction phase services during construction phase; review of bids received and recommendation for award, project 'kick off' meeting; shop drawing/product review; periodic inspection during construction, review of contractor payment, punch list, and final sign off;
- f) Exclusions: No site surveying or environmental testing/soil analysis/borings. Newport to utilize provided City official set of plans as reference document for site location utilities and overall map.

## **II. FEES & PAYMENT TERMS**

- a) For the Scope of Services Item Ia-e - The Engineering Fee would be performed on a not to exceed fee of \$ 24,648.00;

Thank you for considering Newport Professional Engineering, P.C. for this project.

Very truly yours,

*Nicholas J. DeSantis*

Nicholas J. DeSantis, P.E.  
Principal Engineer

Cc: Rocco Graziosi, DPW Project Manager



## Manpower Estimate

*City of Glen Cove*  
*On-Call Engineering Contract*  
**DPW SALT SHED**

### I. SITE INSPECTION & EVALUATION

<u>Labor Category</u>	<u>Rate/Hour</u>	<u>#of Hours</u>	<u>Cost</u>
Lead Project Engineer (Nicholas DeSantis, PE)	\$65.00	8	\$520.00
Project Electrical Engineer (H. Reilly)	\$50.00	0	\$0.00
Project Engineer (N. Naim)	\$35.00	8	\$280.00
Structural Engineer (R. Haque, PE)	\$42.50	0	\$0.00
Technical Designer/Draftsman	\$30.00	8	\$240.00
<b>Subtotal Direct Labor</b>		<b>24</b>	<b>\$1,040.00</b>

### II. DESIGN PHASE SERVICES

<u>Labor Category</u>	<u>Rate/Hour</u>	<u>#of Hours</u>	<u>Cost</u>
Lead Project Engineer (Nicholas DeSantis, PE)	\$65.00	16	\$1,040.00
Project Electrical Engineer (H. Reilly)	\$50.00	24	\$1,200.00
Project Engineer (N. Naim)	\$35.00	40	\$1,400.00
Structural Engineer (R. Haque, PE)	\$42.50	16	\$680.00
Technical Designer/Draftsman	\$30.00	40	\$1,200.00
<b>Subtotal Direct Labor</b>		<b>136</b>	<b>\$5,520.00</b>

### III. BID & CONSTRUCTION PHASE SERVICES

<u>Labor Category</u>	<u>Rate/Hour</u>	<u>#of Hours</u>	<u>Cost</u>
Lead Project Engineer (Nicholas DeSantis, PE)	\$65.00	16	\$1,040.00
Project Architect (N. Naim)	\$35.00	16	\$560.00
Project Engineer (Office Engineer Support)	\$35.00	8	\$280.00
Project Engineer (Field Engineer Support)	\$35.00	8	\$280.00
<b>Subtotal Direct Labor</b>		<b>48</b>	<b>\$2,160.00</b>

3.0 Multiplier (Design Phase Services, I, II)	\$19,680.00
2.3 Multiplier (Construction Phase Services, III)	\$4,968.00

<b>Total Project Cost</b>	<b>\$24,648.00</b>
---------------------------	--------------------

**MASTER AGREEMENT**  
**between**  
**BUSPATROL AMERICA, LLC**  
**and**  
**CITY OF GLEN COVE**  
**for a**



**SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

This Master Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 ("BusPatrol" or "Contractor"), and City of Glen Cove, a municipal corporation with its principal offices located at 9 Glen Street, Glen Cove, NY 11542 ("City").

**RECITALS**

**WHEREAS**, on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York county, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

**WHEREAS**, pursuant to Section 1174-a of the New York Vehicle and Traffic Law, the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with section eleven hundred seventy-four of the Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of section three hundred seventy-five of this chapter and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

**WHEREAS**, pursuant to and in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within 18 months of the first violation, \$300 for a third violation or subsequent violation committed within 18 months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period; and

**WHEREAS** pursuant to and in accordance with such Section 1174-a, the City Council on June 14, 2022 adopted Local Law 04-2022 authorizing the City to install and operate school bus photo violation monitoring systems on school buses within the City (collectively with Section 1174-a, "the Law" or "the Stop Arm Law"); and

**WHEREAS**, the City has entered or will enter an agreement with the Glen Cove City School District ("Participating School District") authorizing the City to contract with BusPatrol to install camera systems on school buses by the City, in order to use video monitoring of vehicles passing school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law; and

**WHEREAS**, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

**WHEREAS**, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the City "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and

**WHEREAS**, the City has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the City desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the City's procurement Policy & Procedures; and

**WHEREAS**, BusPatrol agrees to enter into an Agreement with the City under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein; and

**WHEREAS**, the City represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with BusPatrol on behalf of the Participating School Districts, to establish the terms and conditions upon which the City may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the City, and does hereby award such Master Agreement to BusPatrol; and

**WHEREAS**, pursuant to the Local Law, the City has authorized BusPatrol to process violations as authorized by such Section 1174-a; and

**WHEREAS**, the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

## **AGREEMENT**

- A. COOPERATIVE PURCHASING/PIGGYBACKING.** This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein. The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

**B. DELETIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified as follows:

1. *All references to "Dutchess County" or "County" are hereby deleted.*
2. *Section 38.0, "Severance Pay," is hereby deleted.*
3. *Attachment C, "OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is hereby deleted in its entirety.*

**C. ADDITIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

1. *All references to "Dutchess County" and "County" are hereby replaced with "City of Glen Cove" or "City."*
2. *Section 1, "Definitions," is modified to incorporate the following additional definitions:*

**1.0 DEFINITIONS**

- 1.19 "Contested Violation" means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.
  - 1.20 "Local Court" means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.
  - 1.21 "Non-Contested Violation" means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.
  - 1.22 "Program Revenue" means (a) 100% of the fines and penalties from Contested collected by Local Courts, plus (b) 100% of fines and penalties from Non-Contested Violations collected by BusPatrol.
3. *Section 4, "SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES," is modified to incorporate the following additional responsibilities:*

**A. RESPONSIBILITIES OF BUSPATROL.** BusPatrol agrees to provide the following services, as more fully described in Exhibit A:

\*\*\*

- xvii. Establish a bank account at an FDIC member (insured) bank for the collection and processing of Program Revenues, which account may be managed by BusPatrol or a third party payment processor, as well as a payment processor account and payment gateway;
4. *Section 5, "Payment," is removed and following terms are added:*
- 5.0 PAYMENT.** All payments to be made to Contractor and City shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues From Non-Contested Violations.

- 5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.
- 5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within 5 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues From Contested Violations.

- 5.2.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Participating Municipality where the Violation is adjudicated.
- 5.2.2 City shall work with the Local Court to ensure that all fines and penalties from Contested Violations are transferred to the City, to be disbursed as Program Revenues.
- 5.2.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments and Program Administrative Expense called for in Article 5.3.
- 5.2.4 City will disburse Program Revenues to BusPatrol within 10 days of City's approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York State Vehicle and Traffic Law:

5.3.1 Revenue Share Payments.

- 5.3.1.1 All Program Revenues shall be disbursed 45% to the Contractor ("Contractor's Revenue Share") and 55% to City ("City's Revenue Share").

5.3.2 Program Administrative Expense.

- 5.3.2.1 On the first day of each month, City shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.
- 5.3.2.2 For purposes of this Article 5.3. "Program Administrative Expense" equals an agreed-upon fixed monthly amount to reimburse City for the salary and benefits of one (1) full time City employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will

include any expense incurred by the City for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the City and mutually agreed upon with Contractor.

5.3.2.3 The City agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor's expense. The parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in City's actual cost of administering or supporting the Stop Arm Program.

5.3.2.4 City agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.4 Monthly Revenue Report, Invoicing and Payment. Within 15 days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to City for review and approval, to authorize payment of the amounts called for in this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number and gross revenue from Contested Violations collected by Local Courts and transferred to the City during the previous month, to be disbursed as Program Revenue;

5.4.2 Total number and gross revenues from Non-Contested Violations collected by Contractor during the previous month, to be disbursed as Program Revenue;

5.4.3 Total amount of Contractor's 45% share of Program Revenue and City's 55% share of Program Revenue; and

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the City and BusPatrol within 5 calendar days of City's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable to BusPatrol under this Agreement shall be paid from Program Revenues. In no event shall the City bear any expense associated with the administration of this program if Program Revenues over the entire term of this agreement (including any

extension thereof) are insufficient to cover the amounts owed to BusPatrol.

5. *Attachment B, Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:*

**ATTACHMENT B  
OPT-IN AGREEMENT TO PARTICIPATE IN THE CITY OF GLEN COVE/  
BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

**Participating School District Name:** \_\_\_\_\_

**BusPatrol Solutions To Be Implemented:**

(select one):

- ☐ BusPatrol External Enforcement Solution  
☐ BusPatrol Internal Student Safety Solution

**Total No. of School Buses:** \_\_\_\_\_

**Agreed-Upon Installation Start Date:** \_\_\_\_\_

**Participating School District Point of Contact:** \_\_\_\_\_

**WHEREAS**, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis; and

**WHEREAS**, the City is authorized by Section 1174-a of the New York State Vehicle and Traffic Law and Local Law 04-2022 to enter into an agreement with the Glen Cove City School District for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within the school district or privately owned and operated for compensation under contract with the school district; and

**WHEREAS**, the City has entered into an agreement with BusPatrol to acquire, on behalf of the Glen Cove City School District , a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of VTL Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

**WHEREAS**, the Glen Cove City School District desires to enter into this agreement to authorize the City, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Glen Cove City School District as authorized by Section 1174-a and Local Law 04-2022;



**NOW**, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **Purpose.** This "Opt-In Agreement" constitutes a formal, binding agreement between the Glen Cove City School District ("GCSD"), the City of Glen Cove ("City") and BusPatrol America LLC ("BusPatrol"), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the GCSD or privately owned and operated for compensation under contract with GCSD in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [ Local Law 04-2022 (the "Stop Arm Laws"), as well as the installation and operation of other optional internal student safety cameras if selected by GCSD (the "BusPatrol System").
2. **Authorization.** The Parties' execution of this Opt-In Agreement will serve as authorization for the City, through its contractor BusPatrol, to install and operate the BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between City and BusPatrol ("Master Agreement"), the City will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by GCSD or privately owned and operated for compensation under contract with GCSD , to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the GCSD jurisdictional boundaries as provided by separate contract between the City and GCSD. GCSD will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
  - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
  - b. **City.** The City is responsible for administering and overseeing BusPatrol's performance of the Stop Arm Enforcement Program as set forth in the Master Agreement, including but not limited to:
    - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
    - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and
    - iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
  - c. **GCSD.** GCSD is responsible for:
    - i. Providing BusPatrol or its agents with access to buses owned or operated by the District, beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the City and BusPatrol). If GCSD does not own and operate the buses customarily used on the

routes in its district, then GCSD shall enter into an agreement with the private owner(s) and operator(s) of those buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If GCSD does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the City or BusPatrol, at its option, may terminate the Opt-In Agreement with GCSD;

- ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by GCSD or its third-party bus operator(s), as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
  - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
  - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
  - v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
  - vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of GCSD on all matters relating to this Opt-In Agreement and GSD's use of and participation in the school bus school bus photo violation monitoring systems;
  - vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from GCSD.
5. **License, Restricted Use.** BusPatrol grants to GCSD a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. GCSD shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

GCSD agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. GCSD will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** GCSD, acting by and through the Superintendent of Schools of such District, or his or her designee, shall provide any report required of the District,

pursuant to Section 1174-a of the Vehicle Traffic law or Local Law 04-2022, to the State or any official thereof. BusPatrol and City agree to work with GCSD to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.

7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
  - a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent GCSD from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the City for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
  - b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.
8. **Restrictions on Access to Internal Camera Data.** The parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to GCSD, and shall not be made available to the City or any third party except as explicitly authorized by the GCSD. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images and other information generated through such internal non-enforcement cameras shall be destroyed within 90 days unless a longer period is authorized by GCSD or required by law.
9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the parties.
10. **Term, Termination.**
  - a. This Agreement shall commence on the Agreed Upon Installation Start Date above and shall terminate on December 1, 2024, unless otherwise terminated as set forth herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be

agreed between the parties provided New York State has extended or not eliminated the provisions of the enabling legislation as contained in Section 1174-a of the Vehicle and Traffic Law.

- b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and City is terminated in accordance with the terms of said Master Agreement.
  - c. This Opt-In Agreement may also be terminated by GCSD, the City or BusPatrol by providing 30 days prior written notice to the other parties.
  - d. In the event of a termination, GCSD shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by GCSD or its third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.
14. **Non-Assignment.** This Agreement may not be assigned by GCSD without prior written consent of the City and BusPatrol. The City shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.
15. **Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the City or GCSD for the payment of any such unpaid costs, expenses or fees.
16. **Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

City:

9 Glen Street  
Glen Cove, N.Y. 11542  
(516) 676-2000  
<email>

BusPatrol America LLC:

Jean Souliere  
8540 Cinder Bed Road, Suite 400  
Lorton, Virginia 22079

(703) 338-0208  
jean@buspatrol.com

Glen Cove City School District :

154 Dosoris Lane  
Glen Cove, N.Y. 11542  
<tel>  
<email>

17. **Non-Waiver.** Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the Supreme Court, County of Nassau, State of new York as the forum for any such dispute.
20. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".
21. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship
22. **Counterparts; Signatures Transmitted By Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

23. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_  
Name: Pamela Panzenbeck  
Title: Mayor  
Date: \_\_\_\_\_

**PARTICIPATING SCHOOL DISTRICT:**

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

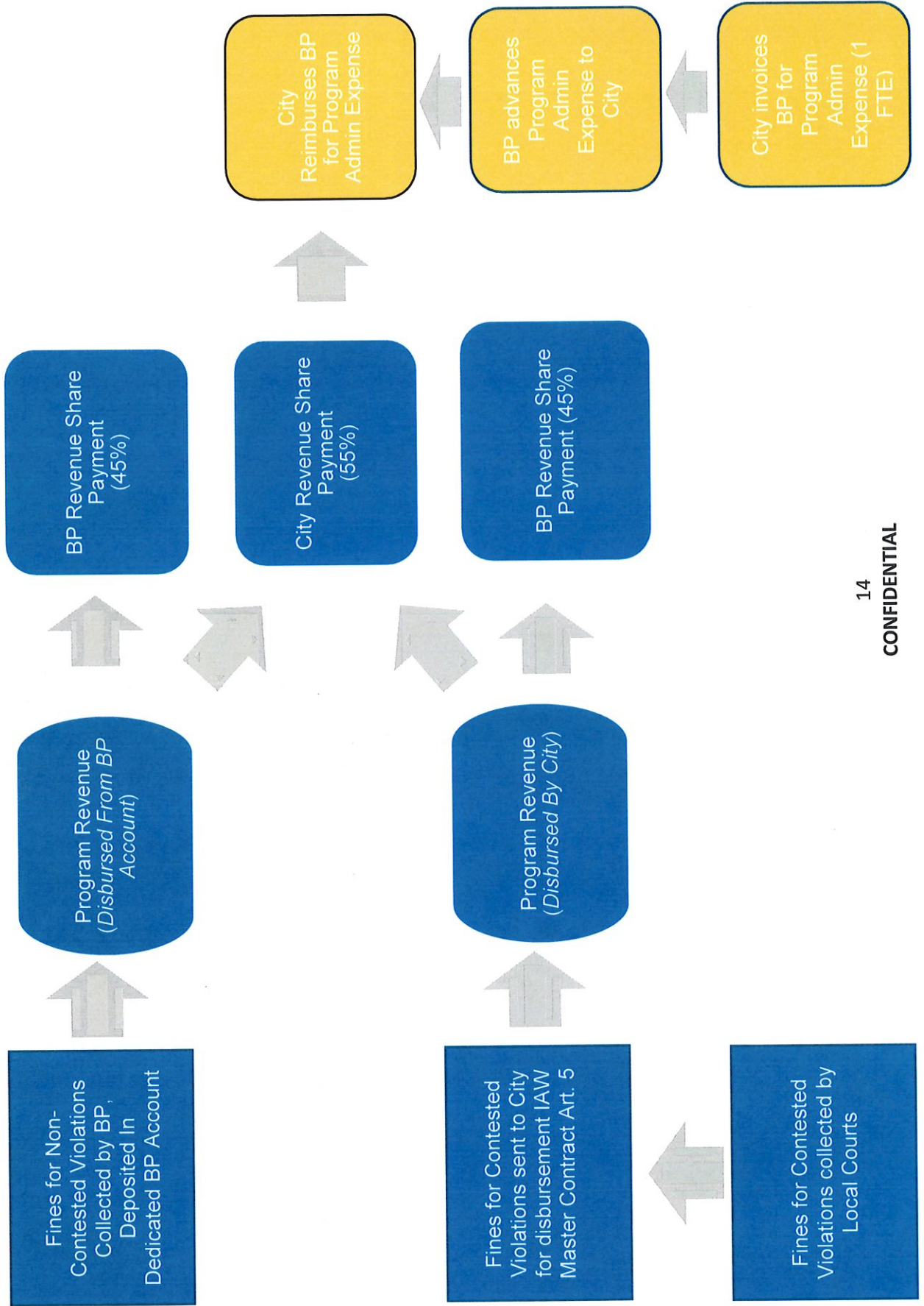
Attachment C, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced in its entirety with the following,

CONTINUE TO NEXT PAGE



# ATTACHMENT C REVENUE RECONCILIATION AND DISBURSEMENT PROCESS

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement.



6. [FURTHER ADDITIONS TBD]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the "Effective Date").

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY OF GLEN COVE:**

By: \_\_\_\_\_  
Name: Pamela Panzenbeck  
Title: Mayor  
Date: \_\_\_\_\_

(END)

**H.O. PENN**  
Since 1923**CAT**660 UNION AVENUE, HOLTSVILLE, NY 11742  
HOLTSVILLE RENTAL Ph: Fax:**Rental Agreement**  
**Agreement R29534**

6I

Date Out: 05/23/2022 Mon 0  
Est. Date In: 06/20/2022 Mon 0  
Delivery Date: 05/23/2022 Mon 08:00 AMJobsite: GLEN COVE  
Contact: MANNY  
Phone: 516-676-6918  
PRYIBIL BEACH  
EAST BEACH ROAD & LATTINGTON RD  
GLEN COVE, NYCustomer: 09512  
Bill to: CITY OF GLEN COVE  
CITY HALL  
9 GLEN STREET  
GLEN COVE, NY 11542Signed By:  
Order By: MANNYWritten By: Courtney J. Callahan  
Sales Rep: DANIEL CANDEMERES  
PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK
<b>Rental Items</b>				
1.	ID: CX779 SERIAL: 0GWT01508 MODEL: 310-07A EXCAVATOR 310 REPLACEMENT VALUE: \$143,163	\$820.00	\$2,280.00	\$5,130.00
1	ID: G10414 SERIAL: 0714-AKR33179 MODEL: 450F BHL 450 30" BUCKET			
1.	ID: R0967 SERIAL: 0FTL10352 MODEL: 259D USED EQUIPMENT INVENTORY REPLACEMENT VALUE: \$52,650 HRS OUT: 424.0 HRS ALLOWED: 8/40/160	\$505.00	\$1,260.00	\$3,145.00
1	ID: F11204 SERIAL: A421ALM20066 MODEL: 259D- 72"LM SKID STEER BUCKET			

**Miscellaneous Items**

.00

**AGREEMENT AND ACKNOWLEDGEMENT**

The undersigned warrants, represents, and agrees on behalf of the customer ("Lessee"): (1) that the undersigned has authority to contract for Lessee; (2) that the lease of the equipment listed above ("Equipment") by H.O. Penn Leasing, LLC its affiliates, subsidiaries and/or related companies (collectively "H.O. Penn" or "Lessor") to Lessee shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"), including but not limited to those terms and conditions on page 2; (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed H.O. Penn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in the Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement, including the Terms and Conditions set forth on page 2.

A cleaning charge will be added for machines that are returned dirty.

Units are shipped full of fuel and are expected to be returned full of fuel. A refueling fee of \$6.75 per gallon will be charged for units returned with less than a full tank.

\*REP (Rental Equipment Protection) is an automatic coverage unless customer furnishes a "Certificate of Insurance" covering damage to our equipment on or before effective coverage date. REP does not include: Loss of Use, Mechanical or Electrical Breakdown, Missing Property, Wear & Tear, Criminal/Fraudulent Activity, Breach of Contract, Weight of Load, damage to tires unless caused by a covered peril, intentional acts or abuse.

( ) REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: Pamela J. Panzenbock ELIZABETH MESTRES  
(Signature) (Printed Name)

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING





## Rental Agreement Terms and Conditions

1. **PAYMENT AND RENTAL RATE/TERM:** Rental rates quoted herein are for a maximum eight (8) hour day, forty (40) hour - 5 day week and 160 hour - 4 week month. Overtime will be charged for each additional hour on a prorated basis. Unless indicated otherwise, a rental period begins at the time the Equipment is delivered/picked up and ends when the Equipment is returned to Lessors' yard. No credit or allowance for weather or downtime.
2. **NO PURCHASE OPTION:** It is understood that this is a rental agreement. Lessor does not offer a purchase option with this rental agreement and therefore may replace the Equipment with like Equipment at any time.
3. **TITLE TO THE EQUIPMENT:** The rented Equipment shall at all times remain and be the sole and exclusive property of Lessor, and Lessee shall have no right of property therein other than the right to use the Equipment upon the terms and conditions contained in this rental agreement. Lessor may elect to file a Financing Statement (TJCC-1).
4. **IDENTIFICATION EQUIPMENT:** Lessee will not change or remove any insignia, lettering or other identification, which is now or hereafter placed on the Equipment indicating Lessor's ownership thereof. At any time during the term of this rental agreement, upon request of Lessor, Lessee will affix to the Equipment in a prominent place, labels, plates, or other identification supplied by Lessor stating that the Equipment is owned by Lessor.
5. **LOCATION OF EQUIPMENT:** During the term of this rental agreement and until redelivery to Lessor, all Equipment shall be located at the Equipment Delivery Location and shall not be removed from such location without prior written notification and consent of Lessor.
6. **INSPECTION BY LESSEE:** Lessee shall inspect the Equipment within twenty-four (24) hours after its arrival at the Equipment Delivery Location. Unless within said twenty-four (24) hours (excluding weekends and holidays), Lessee gives written notice to Lessor specifying any defect in, or other proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of this rental agreement, and in good condition and repair, and that Lessee is satisfied with, and has accepted the Equipment. If Lessor so requests, Lessee shall furnish Lessor with a written statement of the foregoing.
7. **INSPECTION BY LESSOR:** Lessor and its representatives may inspect the Equipment at any time, except that no inspection shall be made without Lessee's consent under circumstances requiring interruption of Equipment use. Lessor shall have the privilege of having a joint inspection made of the Equipment before returning to Lessor to determine the need, if any, for repairs and reconditioning. If a joint inspection is not demanded, Lessor shall be the sole judge of the need for repairs and reconditioning, the cost of which is to be paid by Lessee as hereinafter provided.
8. **INSURANCE:** Lessee shall keep Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof and shall carry commercial general liability insurance, both bodily injury and property damage, covering Equipment and shall name Lessor as an additional insured. All said insurance shall be in form and with companies satisfactory to Lessor and shall have a combined single limit of no less than \$1,000,000. All risk insurance shall be payable to Lessor. Lessee shall pay the premium for the insurance and deliver to Lessor the policies or certificates thereof, or other evidence satisfactory to Lessor ten (10) days' prior written notice of the effective date of any alteration or cancellation of such policy. The proceeds of such insurance payable as a result of loss of or damage to Equipment shall be applied toward the replacement, restoration or repair of Equipment, which may be lost, stolen, destroyed or damaged. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for and receive payment of, and execute and endorse all documents, checks, or drafts received in payment for the loss or damage under said insurance policy. In case of the failure of Lessee to procure or maintain said insurance, Lessor shall have the right, but shall not be obligated to effect such insurance on behalf of Lessee. In that event, all monies spent by and expenses of Lessor in effecting such insurance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor when rent is payable.
9. **LOSS AND DAMAGE:** Lessee hereby assumes and shall bear the entire risk of direct and consequential loss and damage to Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall release or impair any obligation of Lessee under this agreement, which shall continue in full force and effect. Lessee agrees that Lessor shall not incur any liability to Lessee for loss of business, loss of profits, expense, or any other damages resulting to the Lessee by reason of any delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of the Equipment. In the event of loss or damage to any item of Equipment, Lessee at the option of Lessor shall at Lessee's expense (1) place the same in good repair, condition and working order, or (2) replace the same with like Equipment of the same make and of the same or later model and in good repair, condition and working order.
10. **INDEMNITY:** Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including but not limited to consequential and incidental damages and including, without limitation, attorney's fees and costs, arising out of, connected with or resulting from the selection, delivery (including, but not limited to loading, unloading, or towing), possession, use, operation, handling or transportation of the Equipment. Lessee shall defend with counsel acceptable to Lessor, at its own expense, any and all suits brought against Lessor, either alone or in conjunction with others, upon any such liability or claim(s) and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action(s).
11. **USE, ALTERATIONS AND ADDITIONS:** Lessee shall use Equipment solely in the conduct of its business and in a careful and proper manner. Lessee shall not part with possession of or enter into any sub-rental agreement with respect to Equipment or assign this rental agreement or its interest without the written consent of Lessor. The Equipment shall be used only by operators in the direct employ of the Lessee or by the Lessee himself if an individual. The Equipment shall be operated and handled by competent employees only, and Lessee shall pay wages of operators and all other expenses of operators. Lessee will use and operate the Equipment and cause it to be used and operated only in such manner, under such working conditions, and for such purposes as are consistent with the capacity and design of the Equipment and for performing operations for which it was designed. Lessee shall be liable for all repairs caused by the abuse or negligence of its employees and agents including but not limited to improper application, operator neglect or overheating. Lessee shall not make any alterations to Equipment without the prior consent of Lessor. All Equipment, accessories, parts and replacements, which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this rental agreement.
12. **DEFAULT AND REMEDIES:** If Lessee shall default in making any payment when due or if Lessee fails to comply with any other provision of this rental agreement and such default shall continue for five (5) days after written notice to Lessee by Lessor, or if Lessee becomes insolvent or makes and assignment for the benefit of creditors, or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Lessee or its property, or if Lessee shall have made or intends to make a bulk transfer of Equipment or inventory, or if the Lessee's financial conditions shall adversely change, or if the Lessee shall undergo any change so that in the Lessor's sole opinion Lessor's risk is materially increased, or if Lessee has breached any other rental agreement between Lessor and Lessee, then Lessor may at its option, with or without terminating this rental agreement, repossess the Equipment with or without demand or notice to the Lessee, and without court proceeding, and Lessee waives any and all claims against Lessor with respect to such retaking. Upon Lessee's default, the release of payments contracted for hereunder shall immediately become due and payable together with all costs and expenses set forth in Paragraphs 13 and 14. In addition to the foregoing, Lessor may pursue any other remedy available to it at law or in equity.
13. **LATE CHARGES AND INTEREST:** If Lessee fails to make any payment required by this rental agreement when due, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid. The interest rate shall be at the maximum lawful rate.
14. **EXPENSES:** Lessee shall pay Lessor all costs and expenses including reasonable attorney's fees, fees of collection agencies, and such other expenses incurred by Lessor in enforcing any of the terms or conditions of this rental agreement.
15. **NO WARRANTY:** Lessor not being the manufacturer of the Equipment makes no warranty, express or implied as to the quality, design, condition, capacity, suitability, merchantability, or performance of the Equipment or material or workmanship thereof. It is agreed that all such risks are to be borne by Lessee during the term of this lease and any extensions thereof, at Lessee's sole risk and expense. Lessor expressly disclaims any warranty of merchantability or fitness for intended purpose. In consideration of Lessor's agreement to assign any rights of warranty it may have from the manufacturer to Lessee, Lessee agrees not to assert any claim, directly or indirectly, against Lessor based on any of the foregoing. Lessee further agrees that in no event is Lessor responsible for loss of profits or for consequential damages.
16. **MAINTENANCE, UPKEEP, AND REPAIRS:** Lessee at its expense shall keep the Equipment well lubricated, properly adjusted, and otherwise in good and efficient working order. Lessee shall use in said maintenance only repair parts manufactured or furnished by the manufacturer of the Equipment, or repair parts of equal quality. Lessee will return the Equipment at the termination of the rental agreement, in as good condition as it was at the commencement of the rental agreement, except for the effects of normal wear and tear. If the Equipment shall not, in the opinion of Lessor, be properly lubricated, adjusted, and filter replacement schedules maintained, and otherwise in good and efficient working order and condition at any time, Lessor, without prejudice nor any of its rights or remedies may, upon written notice to Lessee, put such Equipment in good and efficient working order and condition, or cause that it be done, and the Lessee shall pay to Lessor all costs for repairing such Equipment together with full rent for the period needed to accomplish such results.
17. **ACCIDENTS:** Lessee shall notify Lessor promptly but in any event, within twenty-four (24) hours of each accident involving any Equipment covered by this rental agreement. The Lessee shall include such information as is known such as the time, place, and nature of the accident or damage, the names and addresses of persons involved, persons injured, witnesses and owners of property damaged. Lessee shall promptly advise Lessor of all correspondence, papers, notices, or documents whatsoever, received by Lessee in connection with any claim or demand involving or relating to any Equipment or its operation and together with Lessee's employees, aid in the investigation and defense of all such claims and demands, and in the recovery of damages from third parties liable therefore.
18. **SAFETY ATTACHMENTS:** Lessee agrees and hereby acknowledges that it is the Lessee's responsibility to meet all OSHA regulations and requirements.
19. **ENTIRE AGREEMENT:** This rental agreement and the Tire Clause, Safety Attachment Checklist, Caterpillar Warranty Forms, Credit Application Insurance Form, Agreement Profile, and States Tax Exemption, if applicable, contain the entire rental/lease agreement between the parties and may not be changed, modified, terminated, or disclaimed except in writing between the parties.
20. **WAIVER THE LESSEE ACKNOWLEDGES THAT THIS IS A COMMERCIAL TRANSACTION AND WAIVES ALL RIGHT TO ANY NOTICE AND HEARING UNDER CHAPTER 903a OF CONNECTICUT GENERAL STATUTES WITH RESPECT TO ANY PREJUDGMENT REMEDY THE LESSOR DESIRES TO USE.**
21. **APPLICABLE LAW:** This rental agreement shall be governed by laws of the State of Connecticut or New York as applicable and shall be binding upon Lessor and Lessee and their respective legal representatives.
22. **ACCEPTANCE BY LESSOR:** This rental agreement shall be binding upon Lessor when executed on its behalf by one of its managers.

Westar Construction Group Inc.

6800 Jericho Turnpike  
Suite 120W  
Syosset, NY 11791

65

## Estimate

Date	Estimate #
6/3/2022	1340 R

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11542 Attn: Rocco Graziose

Project

Description	Qty	Rate	Total
RE: Prybil Beach Bath House & Concession Stand- REVISED Eastland Drive, Glen Cove, NY 11542  SCOPE OF WORK #1: BATH HOUSE  1. Furnish and install temporary protection, as needed  2. Remove and dispose of (2) existing wood roof vents  3. Remove and dispose of existing AZEK base trim and 3-1/2" wood corners  4. Remove and replace rotted T-111 Siding as needed (96 SF allotted for)  5. Furnish and install new AZEK Roof Vents  6. Furnish and install new 6" AZEK Exterior Base Trim  7. Furnish and install new 4" AZEK Exterior Corners & Trim around Vents  8. Furnish and install 1 coat of primer and 2 coats of paint on all new T-111 Siding & wood trim on building  9. Furnish and install 2 coats of paint on existing doors & frames			
		<b>Total</b>	

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com

Westar Construction Group Inc.

6800 Jericho Turnpike  
Suite 120W  
Syosset, NY 11791

# Estimate

Date	Estimate #
6/3/2022	1340 R

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11542 Attn: Rocco Graziose

			Project
Description	Qty	Rate	Total
SCOPE OF WORK #2: CONCESSION STAND			
1. Furnish and install 6" AZEK Base Molding			
2. Furnish and install new AZEK Roof Vents			
All Labor to be at NYS Prevailing Wage Rates Certified Payroll Reports Included			
Material:			
1. T-111 Siding		130.00	130.00
2. AZEK 4" & 6"		670.00	670.00
3. 20 GA Stainless Steel Finish Nails		110.00	110.00
4. Cortex Screws with Plugs		170.00	170.00
5. Pressure Treated Wood 2" x 4" x 8'		60.00	60.00
6. Tapcon Concrete Fasteners		60.00	60.00
7. Galvanized Coil Framing Nails		75.00	75.00
8. Caulking & Adhesives		200.00	200.00
9. Paint, Primer & Associated Material		820.00	820.00
10. Misc. Trim Wood		90.00	90.00
11. Disposal		125.00	125.00
Material Mark Up 5%		125.00	125.00
Labor:	142	122.00	17,324.00
Total			

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com

Westar Construction Group Inc.

6800 Jericho Turnpike  
Suite 120W  
Syosset, NY 11791

## Estimate

Date	Estimate #
6/3/2022	1340 R

Name / Address
City of Glen Cove 9 Glen Street Glen Cove, NY 11542 Attn: Rocco Graziose

Project

Description	Qty	Rate	Total
Exclusions: 1. Overtime, weekend, holiday work 2. Engineer stamped drawings 3. Building permits and/ or associated fees 4. Building inspections 5. Payment, performance, maintenance bonds 6. Sales tax			
		<b>Total</b>	\$19,959.00

Phone #
(516) 342-1766

E-mail
WestarConstructionGroup@gmail.com



Pamela D. Panzenbeck  
Mayor



Phone: (516) 676-2000  
Fax: (516) 676-3104  
www.GlenCoveNY.gov

## CITY OF GLEN COVE

City Hall  
9 Glen Street  
Glen Cove, NY 11542-4106

ABATEK CORP.  
46-32 53<sup>rd</sup> Ave.  
Maspeth NY, 11378

6-9-2022

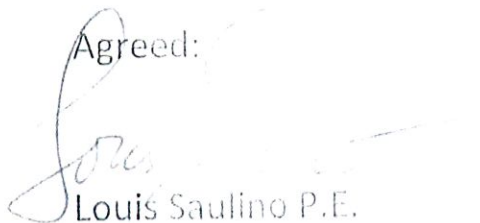
Re: Contract for the removal and disposal of asbestos at the City of  
Glen Cove Golf course Clubhouse

This agreement between ABATEK CORP. and the City of Glen Cove certifies the acceptance of ABATEK CORP. to perform the removal and disposal of asbestos at the Golf course Clubhouse in accordance with all construction and environmental provisions as identified in the Cashin Associates P.C. Pre-Demolition Asbestos Survey dated Jan. 18, 2022.


The not-to exceed cost, inclusive of labor, materials, and required equipment shall be at the not to exceed cost of **\$29,200**.

This amount confirms the findings of the initial investigation of ABATEK CORP. with an identified cost of **\$24,700**, supplemented by a cost of **\$4500** for the additional labor and material which result from the removal and disposal of 2,200 SF of non-asbestos plywood deck attached to asbestos roofing membrane.

Agreed:

  
Louis Saulino P.E.  
Director of Public Works

Agreed:

  
on behalf of ABATEK CORP  
ROBERT SZMET  
PROJECT MANAGER



6 L

Name: fld\_AccountName

Order No: fld\_FormNumber

## ORDER FORM

## Customer Billing Information

**Customer Name:** City of Glen Cove  
**Address:** 9 Glen Street  
Glen Cove, NY 11542

**Billing Contact:** Yelena Quiles  
**Phone Number:** 516-676-2108  
**Email Address:** [yquiles@glencoveny.gov](mailto:yquiles@glencoveny.gov)

## Contract and Payment Details

**Contract Term:** 5 Year  
**Contract Start:**  
**Contract End:**  
**Offer Expiry:** 30 days

**Payment Method:** Check  
**Payment Terms:** Net 30  
**Billing Method:**  
**Billing Frequency:** Annual

If this Order Form is executed and returned to BidNet by Customer after the Contract Start date above, BidNet may adjust these terms, without increasing the total price, based on the date BidNet activates the Purchased Services. Customer will be notified via an email of any adjustments.

## Products and Fees

BidNet

DIRECT

1						
2	Client Name	City of Glen Cove				
3	Client Address	9 Glen Street				
4	Client City	Glen Cove				
5	Client State/Prov	NY, 11542				
6	Client Email	yquiles@glencoveny.gov				
7	Salesperson	Danielle Anseli				
8	Quote Number	1				
9	Quote Date	June 13, 2022				
10	Quote Expiry	August 13, 2022				
11	Term(years)	5				
12						
13	Orderable Item	Quantity	Amount	Fee type	Discount	Total
14	Contract Management Team Configuration	0	\$3,000	One Time Configuration	0%	\$0
15	Contract Management Life Configuration	1	\$2,000	One Time Configuration	0%	\$2,000
16						
17						
18	Contract Management Team (7 full/write users)	0	\$5,000	Annual License	25%	\$0
19	Contract Management Life (5 full/write users)	1	\$2,000	Annual License	25%	\$1,500
20						
21						
22	Summary of One Time Fees					
23	Data Migration ( note 1)					\$0
24	Configuration					\$2,000
25	Total One Time Fees					\$2,000
26						
27	Summary of Annual Fees					
28	Total Annual License Fees					\$1,500
29	Total Annual Fees					\$1,500
30						
31	Year by Year Fees					
32	Year 1					\$3,500
33	Year 2 until term end annually					\$1,500
34	Total over Term					\$9,500
35	License Term discount: 3yr (15%), 4 yr. (20%), 5yr (25%)					
36						
37	Note 1: Data Migration is waived based on client providing completed template. Other options are available starting at \$1,500					
38						
39	* Requestor module - \$10,000 for unlimited users					
40						
41	Configuration Includes: Training and configuration of product instance					



Name: fld\_AccountName

Order No: fld\_FormNumber

---

All pricing is in \$US dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

---

**Purchase Order Information** (Customer to complete)

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

**Purchase Order Required:** YES

If yes, please provide the following:

---

**Purchase Order (PO) No:** PO# Pending

**Purchase Order (PO) Amount:** Year 1 = \$ 3,500 and Years 2 – 5 = \$1,500. Total = \$9,500

---

Upon signature by Customer and submission to BidNet, this Order Form shall become legally binding and governed by the [Master Subscription Agreement](#) between BidNet and Customer, unless this Order Form is rejected by BidNet. BidNet may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form; (2) changes have been made to this Order Form (other than the completion of the Purchase Order Information and the signature block), (3) the requested Purchase Order Information or signature is incomplete or not correct, or (4) the Offer Expiry date has passed.

**Acknowledged and Agreed to:**

City of Glen Cove

---

Signature

---

Name

---

Title

---

Date

---



---

## *Master Agreement*

THIS MASTER AGREEMENT ("AGREEMENT") GOVERNS YOUR ACCESS TO AND USE OF THE BIDNET CONTRACTS MODULE AND THE RETENTION OF PROFESSIONAL SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY SIGNING THIS AGREEMENT OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT (I) YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. IF EITHER YOU OR SUCH ENTITY DOES NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES.

YOU MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS OR USE THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THE AGREEMENT OR THE LATTER DATE THIS AGREEMENT IS SIGNED BY YOU OR US, AS THE CASE MAY BE.

### **1. DEFINITIONS**

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-BidNet Applications**" means online applications and offline software products provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services.

"**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Your or Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"**Professional Services**" shall mean work performed by Us for You pursuant to a Statement of Work under this Agreement.

"**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form

"**Services**" means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login link designated by Us, including associated offline components, as described in the User Guide. "Services" exclude Non-BidNet Applications.

"**Statement of Work**" shall mean Our standard form for ordering Professional Services, which has been completed and executed by both parties, and which specifies the scope and schedule of Professional Services to be performed by Us for You and the applicable fees. Each Statement of Work entered into hereunder shall be governed by the terms of this Agreement.

"**User Guide**" means the online user guide for the Services, accessible on login, as updated from time to time.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business. "We," "Us" or "Our" means the company described in Section 14 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1 **Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions there under, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. PROFESSIONAL SERVICES

3.1 **Statements of Work.** From time to time, Us and You will negotiate and issue statements of work for the development and provision of Professional Services, which shall be subject to the payment of additional fees as set forth in the statement of work. Such statements of work shall not be binding upon either Party until signed by a duly authorized representative of each of the Parties. Each statement of work shall be consecutively numbered by Us and will reference this Agreement. Once a statement of work has been signed, it will form an integral part of this Agreement.

3.2 **Contract Property.** We hereby grant You a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes anything developed by Us under a Statement of Work for You under this Agreement. The Contract Property is not "work for hire" and We shall retain all ownership rights to the Contract Property.

3.3 **License for Customer Background IPR.** For any information, design, specification, instruction, software, data or material furnished by You to Us or any of Our affiliates ("Customer Supplied Materials"), We and Our affiliates are hereby granted a non-exclusive, royalty-free, worldwide license for the term of this Agreement to make, use, reproduce and otherwise exploit such Customer Supplied Materials, but only to the extent such license is necessary to permit Us to provide the Professional Services requested by You (including Customer Entities) pursuant to this Agreement.

## 4. USE OF THE SERVICES

4.1 **Our Responsibilities.** We shall: (i) provide support based on the support package purchased for the Purchased Services to You, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our



reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks.

- 4.2 **Our Protection of Your Data.** We shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data except to the extent required to provide the Services, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 4.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
- 4.4 **Usage Limitations.** In the event that We opt to impose Services limitations on all customers, such as but not limited to disk storage space, application programming interface calls, We will use reasonable endeavours to provide at least 3 months written notice of such limitations to You. We will also provide real-time information to enable You to monitor Your compliance with such limitations.
- 4.5 **Acquisition of Non-BidNet Products and Services.** We or third parties may from time to time make available to You third-party products or services, including but not limited to Non-BidNet Applications and implementation, customization and other consulting services. Any acquisition by You of such Non-BidNet products or services, and any exchange of data between You and any Non-BidNet provider, is solely between You and the applicable Non-BidNet provider. We do not warrant or support Non-BidNet products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form. Subject to Section 4.7 (Integration with Non-BidNet Services), no purchase of Non-BidNet products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.
- 4.6 **Non-BidNet Applications and Your Data.** If You install or enable Non-BidNet Applications for use with Services, You acknowledge that We may allow providers of those Non-BidNet Applications to access Your Data as required for the interoperation of such Non-BidNet Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-BidNet Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-BidNet Applications for use with the Services.
- 4.7 **Integration with Non-BidNet Services.** The Services may contain features designed to interoperate with Non-BidNet Applications. To use such features, You may be required to obtain access to such Non-BidNet Applications from their providers. If the provider of any such Non-BidNet Application ceases to make the Non-BidNet Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.



## 5. FEES AND PAYMENT

5.1 **Purchased Services.** You shall pay all Fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the applicable Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

5.2 **Professional Services.** You shall pay all Fees for Professional Services as specified in each Statement of Work according to the payment terms outlined. Unless otherwise expressly stated in the applicable Statement of Work, Professional Services are performed for a fixed amount.

5.3 **Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form.

Professional Services will be invoiced based on terms outlined in the Statement of Work. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Unless otherwise stated, invoiced charges are due net 30 day(s) from the invoice date.

5.4 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on prepayment or payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).

5.5 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

5.6 **Payment Disputes.** We shall not exercise Our rights under Section 5.4 (Overdue Charges) or 5.5 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.7 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate



taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

- 6.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 6.2 **Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 6.4 **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 6.5 **Suggestions.** We shall have a paid-up, royalty-free, worldwide, irrevocable, perpetual, transferable, sub-licensable license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Your Users, relating to the operation of the Services.
- 6.6 **Federal Government End Use Provisions.** We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

## 7. CONFIDENTIALITY

- 7.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, Statements of Work as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed



to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 7.2 **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form, Statement of Work to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

- 8.1 **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to Section 4.7 (Integration with Non-BidNet Services), the functionality of the Services will not be materially decreased during a subscription term, (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart, if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code, and (v) Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.4 (Termination for Cause) and Section 11.5 (Refund or Payment upon Termination) below.
- 8.2 **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 8.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GIVES ANY WARRANTIES AND/OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 8.4 **Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO



EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

## 9. MUTUAL INDEMNIFICATION

- 9.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

We shall have no liability for any Claim of infringement or misappropriation to the extent that (i) the Material is based on specifications provided by You, (ii) such Claim is based upon Your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material which was provided to You, or (iii) the Material is used outside the scope of any right or license granted in respect to such Material.

- 9.2 **Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 9.3 **Exclusive Remedy.** This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 10. LIMITATION OF LIABILITY

- 10.1 **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT).



- 10.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 11. TERM AND TERMINATION

- 11.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 11.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription terms specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- 11.3 **Term of Professional Services.** Professional Services shall commence on the latter date set forth in the Statement of Work.
- 11.4 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.5 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 11.6 **Termination for Material Breach.** Either party may terminate any Statement of Work hereunder if the other party is in material breach of this Agreement or such Statement of Work and has not cured such breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith.
- 11.7 **Failure to Make Payment.** Notwithstanding anything in this Section 6 to the contrary, if You fail to make payment on any due date, We shall have the right to suspend Professional Services hereunder and, if such failure to make payment has not been cured within thirty (30) days of the due date, upon written notice terminate this Agreement and any or all outstanding Statements of Work hereunder.

- 11.8 **Termination for Insolvency.** Either party may terminate this Agreement immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort.
- 11.9 **Effect of Termination.** Termination of this Statement of Work hereunder shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. The parties' rights and obligations under Sections 4 and 5 (to the extent appropriate) shall survive termination of this Agreement and/or any Statement of Work hereunder.
- 11.10 **Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 11.11 **Surviving Provisions.** Section 5 (Fees and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8 (Warranties and Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.10 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

## 12. GENERAL

- 12.1 **Cooperation; Delays.** Each party agrees to cooperate reasonably and in good faith with the other in the performance of the Professional Services and acknowledges that delays may otherwise result. You agrees to provide, or provide access to, the following: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from its employees and agents, continuous administrative access to its BidNet account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

You are also responsible for the following: (i) assigning a dedicated internal project manager for each Statement of Work to serve as a single point of contact for Us; (ii) defining and maintaining its business objectives and requirements that will guide its use of the BidNet application; (iii) reviewing customizations made to BidNet application for conformance with relevant requirements; (iv) except where the relevant Statement of Work provides otherwise, training its users generally in the use of the BidNet application; and (v) administering the BidNet application generally for its own internal business purposes.

Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

Except where the relevant Statement of Work provides otherwise, scheduling of Our resources must be agreed to no later than ten (10) business days prior to the date work is scheduled to begin. Subsequent scheduling of changes requested by You may result in additional fees. Delays caused by You under a Statement of Work to which We have dedicated resources and begun work will be billed to You as follows: (i) offsite planned resources will be billed at 50% of the planned hours during the period of the delay; and (ii) onsite planned resources will be billed at 100% of the planned hours during the period of the delay (maximum of 8 hours per business day). Delays caused by You that exceed ten (10) business days shall entitle Us to terminate the relevant Statement of Work for cause immediately upon written notice.



- 12.2 **Acceptance.** Upon completion of each deliverable under a Statement of Work, We will provide a complete copy thereof to You and, upon request, demonstrate to You its functionality in conformance with the relevant specifications. You are responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the parties for such deliverable.

If You, in reasonable and good faith judgment determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work, You must notify Us within ten (10) business days after Our submission of the deliverable to give written notice to Us specifying any deficiencies in detail. We shall use commercially reasonable efforts to promptly cure any such deficiencies within twenty (20) business days of such notice and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to You, You may (i) again reject the deliverable and return it to Us for further cure and resubmission; or (ii) terminate the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the parties shall cooperate in good faith to appropriately modify such requirements.

You shall provide Us a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

- 12.3 **Changes to Scope.** Any changes to the scope of work under a Statement of Work shall be made by written change order or amendment to the Statement of Work signed by an authorized representative of each party prior to implementation of such changes.

## 13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- 13.1 **General.** Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, are as follows.

If You are domiciled in:	You are contracting with:	Notices should be addressed to: **	The governing law is:	The courts having exclusive jurisdiction are
All Countries	BidNet, a New York Corporation	Attn: VP Operations 15 British American Blvd, Latham NY 12110	New York	New York

- 13.2 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

- 13.3 **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
- 13.4 **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or any infringement, misappropriation or breach in respect to either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- 13.5 **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

## 14. GENERAL PROVISIONS

- 14.1 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any U.S. or Canadian government denied-party list. You shall not permit Users to access or use Services in a U.S. or Canadian-embargoed country or in violation of any U.S. or Canadian export law or regulation. You shall not use the Service or any related information for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 14.2 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department ([legal@mediagrif.com](mailto:legal@mediagrif.com)).
- 14.3 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.4 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 14.5 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 14.6 **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.3 (Invoicing and Payment).
- 14.7 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-



---

assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms and Statements of Work, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form or Statement of Work, the terms of such exhibit, addendum, Order Form or Statement of Work shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms and Statements of Work) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives

**ACCEPTED AND AGREED TO:**

City of Glen Cove, NY

**ACCEPTED AND AGREED TO:**

International DataBase Corp (dba BidNet)

By:

Signature

Date

Printed Name

Title & Organization

Address

By:

Signature

Date

Dan Ansell

Printed Name

Vice President, BidNet

Title & Organization

15 British American Boulevard  
Latham, NY 12110

Service Provider Address:



Name: fld\_AccountName

OrderNo: fld\_FormNumber

All pricing is in \$US dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

**Purchase Order Information (Customer to complete)**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

**Purchase Order Required:** YES

If yes, please provide the following:

**Purchase Order (PO) No:** PO# Pending

**Purchase Order (PO) Amount:** Year 1 = \$ 3,500 and Years 2 – 5 = \$1,500. Total = \$9,500

Upon signature by Customer and submission to BidNet, this Order Form shall become legally binding and governed by the [Master Subscription Agreement](#) between BidNet and Customer, unless this Order Form is rejected by BidNet. BidNet may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form; (2) changes have been made to this Order Form (other than the completion of the Purchase Order Information and the signature block), (3) the requested Purchase Order Information or signature is incomplete or not correct, or (4) the Offer Expiry date has passed.

**Acknowledged and Agreed to:**

City of Glen Cove

Signature

Name

Title

Date

*Jan Arnold* 6/17/2022  
*Vice President*



# Contract Management

Manage every aspect of the contract lifecycle from one secure location.

The Contract Management solution provides all the tools you need to create, track and manage all your contracts through every step of the contracting process. The solution is available in multiple editions at affordable price points so you can choose the feature set and price that best fits your business needs.

## The Contract Management solution allows users to:

	LITE	TEAM	PRO
Add executed contracts	✓	✓	✓
Manage multiple contract types	✓	✓	✓
Search all contract fields & attachments	✓	✓	✓
Automate notifications & alerts	✓	✓	✓
Audit the complete contract history	✓	✓	✓
Store unlimited documents	✓	✓	✓
Access dashboards & reports	✓	✓	✓
Manage document templates		✓	✓
Redline contracts		✓	✓
Enforce approval workflow		✓	✓
Add barcodes for added security		✓	✓
Access extensive performance metrics		✓	✓
Have unlimited users		✓	✓
Tailor to your exact business needs			✓
Use dynamic templates for document auto-generation			✓
Access clause libraries			✓
Configure advanced workflows			✓
Brand for your organization			✓
<b>OPTIONAL FEATURES</b>			
Esign with your preferred esignature vendor		✓	✓
Adapt for sell side (including with CRM integration)		✓	✓
Use advanced eDiscovery & data migration capabilities		✓	✓

## Key Benefits

Centralized,  
searchable contract

Complete  
contract control

Automated  
reminders for key  
dates and  
milestones

Improved audit  
trail



## EXTENSION AGREEMENT

**WHEREAS**, the City of Glen Cove ("City") entered into a five-year agreement ("Agreement") with The Glen Cove City Yacht Club, Inc. ("Club"), on the 1<sup>st</sup> day of July, 2012, under which the City granted an exclusive permit to the Club to operate a yacht club at the foot of McLaughlin Street adjacent to Morgan Memorial Park; and

**WHEREAS**, the Agreement provided the Club could renew the Agreement for an additional five-year term on the same terms and conditions set forth in the Agreement save for an increase in the fee to be paid to the City for the permit from \$2,500 to \$3,000 per year; and

**WHEREAS**, the Agreement was renewed in 2017 and the Club has paid the \$3,000 per year annual fee for the permit from 2017 to 2022; and

**WHEREAS**, the parties hereto wish to renew the Agreement for an additional five-year period ending in 2027, with an option to renew for an additional five-year term thereafter, under the terms and provisions as hereinafter provided;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The Agreement is hereby extended from July 1, 2022, until June 30, 2027, under the same terms and provisions subject to the modifications hereinafter provided.
2. The Club shall pay the City \$3,600 per year for the extended five-year term, said sum to be paid monthly in the amount of \$300, and said amount to be due and owing on the first day of each month.
3. If the Club wishes to exercise the five-year option and the City permits said extension, the Club shall pay the City \$4,200 per year for the extended five-year term, said sum to be paid monthly in the amount of \$350, and said amount to be due and owing on the first day of each month.
4. In all other respects, the Agreement shall continue in full force and effect, unmodified and as if the same provided for a termination date of June 30, 2027, with an option to extend for an additional five-year term ending on June 30, 2032.

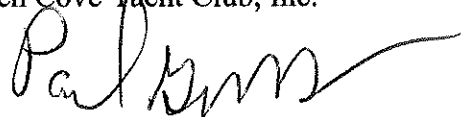
Whereupon the parties hereto have set their hand and seal the first date above written.

City of Glen Cove

---

Pamela Panzenbeck, Mayor

Glen Cove Yacht Club, Inc.



---

Paul Gebhardt, Commodore

AGREEMENT made and entered into this 1<sup>st</sup> day of July, 2012 by and between the **CITY OF GLEN COVE**, a municipal corporation of the State of New York, having its principal place of business at the City Hall, Glen Cove, Nassau County, New York, hereinafter referred to as the "City", party of the first part, and **THE GLEN COVE CITY YACHT CLUB, INC.**, a membership corporation organized and existing under the laws of the State of New York having its principal place of business at the foot of McLaughlin Street, Glen Cove, Nassau County, New York, hereinafter referred to as the "Club", party of the second part.

**WITNESSETH:**

WHEREAS, the City is the owner of a certain parcel of land and the parking areas, bulkheads and building located thereon, located at the foot of McLaughlin Street in the City of Glen Cove, County of Nassau, State of New York (the "Premises"); and

WHEREAS, the City desires to obtain the maximum recreational usage of the Premises and related boating facilities for public use; and

WHEREAS, the Club desires to obtain the right and license to use the Premises for the purpose hereinafter set forth; and

WHEREAS, for many years, the Club has operated a Yacht Club on the Premises to the benefit of the City and its residents and the Club is skilled and experienced in boating operations;

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties hereby agree as follows:

1. The City grants to the Club and the Club hereby accepts from the City the exclusive permit to operate a Yacht Club at the Premises, known as the Glen Cove Yacht Club, pursuant to the terms and subject to the conditions set forth herein.
2. Subject to the provisions of this Agreement, the Club agrees to pay the City the sum of Twenty-four hundred (\$2,400) Dollars per year in consideration of the rights granted to the Club hereunder. This payment shall be made monthly in equal installments of Two Hundred ----- (\$200) Dollars on the first of each month.

3. This Agreement shall be for a term of five (5) years from the date hereof, and shall be renewable at the option of the City for an additional term upon mutual written agreement of the City and the Club, unless terminated prior to such date in accordance with its terms and provisions.\*

4. This Agreement shall be subject to the following further conditions:

- a. The Club shall maintain its status as a non-profit membership corporation under the laws of the State of New York.
- b. Proper rules and regulations for the operation of the boating facilities shall be established by the Club.
- c. The Club shall establish, collect and administer dues or whatever fees are required for the operation of the Yacht Club.
- d. No officers of the Club shall be salaried.
- e. Membership in the Club shall, during the term of this Agreement, be open to all residents of the City of Glen Cove and the Club shall not discriminate against race, color, creed, sex or national origin.
- f. No food or intoxicating beverages shall be sold on the Premises.
- g. The Club will, at all times, abide by the parking regulations promulgated by the Municipal Code, and all other regulations properly promulgated by an authorized agent or agency of the City of Glen Cove. All such regulations shall be consistent with the rights of the Club under this Agreement.
- h. The Club will maintain the interior of the building, the bridges and the floats in a neat, safe and sanitary condition.
- i. The Club shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naptha or other similar substances or things prohibited in the standard policies of fire insurance in the State of New York excepting supplies normal to boating operations.

---

\* Provided the Club is not in default under any of the terms of this Agreement it shall have the option to renew this Agreement for an additional five (5) year term on the same terms and conditions set forth hereunder except the payments due under paragraph 2 hereof shall be increased to Three Thousand (\$3,000) Dollars per annum payable in equal monthly installments of Two Hundred and Fifty (\$250) Dollars per month payable on the first day of each month. Club shall provide City with a minimum of six (6) monthly prior written notice of its intention to renew.

- j. The Premises may be inspected at any time by authorized representatives of the City.
- k. The Club shall have the right to have removed from the Premises any person under the influence of alcohol, intoxicated, or, in the opinion of the Club or its agents, dangerous to himself or others.
- l. The Club shall have the right to control access, by the use of a lock or such other means as the Club deems reasonable, between the Premises and Morgan Park through the existing fence and gate.
- m. The Club agrees not to use, or to the extent within the Club's control, permit any person to use in any manner whatsoever, the Premises or any part thereof for any illegal purposes, or for any purpose in violation of any federal or state law or any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted.
- n. The Club agrees to pay all water, electric and fuel oil charges incurred in the operation and maintenance of the interior and exterior portion of the building. The Club shall use reasonable efforts to maintain the cleanliness of the parking area during the Club's seasonal use.
- o. The City agrees to keep and maintain the Premises, including without limitation the parking areas, bulkheads, exterior and structural portions of the building, and fences and gates thereon, in a safe and sound condition.
- p. The Club and City agree to allow all residents of the City of Glen Cove and Yacht Club members access to the parking lot and bulkhead area. The City that during the term of this Agreement and any extension or renewal hereof it will not alter the present status of the Premises or grant to any other person, firm or entity any right to use or occupy the Premises.

5. The Club agrees to indemnify and save harmless the City of Glen Cove, its agents, servants and employees from all claims of liability and damage to property caused by the negligence of the Club resulting from the operation, use and maintenance of the Premises. In addition, the Club agrees, prior to the commencement of operations hereunder, to maintain and keep in force during the term of this Agreement, or any renewal thereof, at its own cost and expense, a policy of insurance insuring the Club and



in the event the Club has not complied with such provision complained of or taken the action referred to in clauses (b) and (c) above, after an additional fourteen (14) days, then this Agreement shall immediately terminate and come to an end as though it were the time provided above for the termination thereof.

- b. In case (i) of insolvency proceedings filed by the Club; or (ii) of any assignment for the benefit of creditors of the Club; or (iii) the Club shall vacate and abandon the Premises for a period in excess of thirty (30) days; or (iv) a receiver be appointed for the property of the Club, or execution or attachment shall be issued against the Club or insolvency proceedings filed against the Club and such appointment, execution, attachment or proceedings shall not be stayed or vacated within ninety (90) days; the City may give the Club a notice in writing that the City has elected to cancel this Agreement, and this Agreement shall terminate and come to an end at the expiration of thirty (30) days after such notice has been received as though it were the time provided above for the termination thereof, In the event this Agreement shall terminate as aforesaid, all rights of the Club herein shall be forfeited without any claim for damages against the City, and any corporate property of the Club within said area may be held by the City in order to operate during the balance of the term and may be held thereafter until all indebtedness of the Club hereunder at the time of the termination of this Agreement shall be paid in full. At the end of this Agreement, if no monies are due to the City, the Club may recover all equipment and other corporate property owned by it and in the premises at the termination of this Agreement to be taken at the time of the termination, subject to usual wear and tear thereof and damage by the elements.

- 11. Owners of loaned or leased property shall have the right at any time to enter upon the Premises and to remove all of their property leased to the Club, or in the possession of the Club.
- 12. The Club assumes all risk in the operation of this Agreement and hereby releases the City from any and all responsibility and/or liability for loss, destruction and/or

naming the city of Glen Cove as an additional insured, against any claims of any and all persons for bodily injuries and property damage arising out of the operation, use and maintenance of the Club herein described. Such policy shall have limits, with respect to bodily injury, of Two Million (\$2,000,000) Dollars for any one accident, and shall also insure against property damage with a limit of Five Hundred Thousand (\$500,000) Dollars with respect to any one accident. Certificates of insurance duly reflecting this provision of this Agreement shall be promptly delivered by the Club to the City after the execution of this Agreement.

6. The Club will be responsible for making all interior/exterior repairs to the building, except for structural repairs which will be the responsibility of the City.

7. The Club agrees to comply with all federal, state and local regulations and all rules, regulations and ordinances of the City and any local authority affecting the operation of the Club and to indemnify and hold the City harmless from any claims arising out of any violation of any law, ordinance or regulation.

8. The Club hereby expressly waives any and all claims against the City for any loss or damage resulting from civil commotion or riot and the Club hereby expressly releases and discharges the City from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid.

9. The City acknowledges that the property of the Club includes, among other things, the bridges, floats, launches, boats and related engines and equipment, furniture and furnishings used by the Club in its operation of the Premises.

10.

a. Anything to the contrary notwithstanding, in case the Club shall fail to comply in all material respects with any of the provisions of this Agreement, the City may give to the Club notice in writing, to comply with such provision being violated within thirty (30) days thereafter; and in the event the Club has not (a) complied with such provision complained of, or (b) has not agreed with the City on the method of correcting such violations, or (c) has not undertaken all such actions reasonably required and within the Club's control to comply with such provisions, if such compliance cannot reasonably be effected within thirty (30) days; then thereafter a second notice may be given to the Club; and

damage caused to any of the equipment or other corporate property owned or leased by the Club.

13. The City shall maintain, throughout the term of this Agreement, property damage insurance covering the building on the Premises in an amount at least equal to the replacement value thereof. Such insurance shall contain waivers of subrogation in favor of the Club and its agents, servants and employees. In the event of any damage or destruction of the building, to the extent covered by insurance, the City shall apply the proceeds of such insurance to the restoration, repair and rebuilding of such building. The City shall use its best efforts to commence and repair such restoration and rebuilding promptly after such damage or destruction. No such damage or destruction shall, however, result in a termination of this Agreement so long as the Club, acting reasonably, is willing to continue to operate hereunder. In the event such building or structures utilized herein shall injured or damaged by casualty not covered by insurance in such degree or to such extent as reasonably to justify the Club to assert that it cannot efficiently conduct its operations, then the parties hereto shall immediately confer for the purpose of modifying this Agreement in accordance with changed conditions. The Club shall be responsible for as additional use fees the pro rata cost of the City's fire insurance to insure said building. The determination of the City's insurance broker with reference to the pro rata insurance charges will be deemed final.
14. The Club shall not be liable for loss or damage to the Premises from fire or other casualty, unless such loss or damage is uninsured and resulted from the willful misconduct of the Club or any of the Club's agents, servants, or employees.
15. The Club shall not assign, subcontract or sublet the rights or license hereby granted or any interest therein, without the consent of the City.
16. The Club warrants that it is not in arrears to the City upon any debt or contract and that it is not a defaulter, as surety, contractor or otherwise.
17. All notices to the Club shall be in writing and sent to the Club by certified mail at P.O. Box 211, Glen Cove, NY
18. The Club represents that this Agreement has been duly authorized by all necessary corporate and other action, has been duly executed by the Club and constitutes the

legal, valid and binding obligation of the Club enforceable in accordance with its terms. The City represents that this Agreement has been duly authorized by resolution of the City Council.

19. This Agreement contains the entire agreement between the City and the Club with respect to the matters set forth herein and supersedes all prior oral and written agreements relating to the subject matter hereof.
20. No recourse under or upon any obligation of the Club under this Agreement or otherwise shall be had against any incorporator, member, trustee, officer and director, past, present or future, of the Club, either directly or indirectly; it being expressly understood that this Agreement and the obligations hereunder are solely corporate obligations of the Club and that no personal liability whatsoever shall attach to or be incurred by any such incorporator, member, officer, director or trustee.

IN WITNESS WHEREOF, THE GLEN COVE CITY YACHT CLUB,  
INC. and the CITY OF GLEN COVE have duly executed this agreement  
on the date first above written.

CITY OF GLEN COVE

BY: Ralph V. Suozzi - Mayor  
Ralph V. Suozzi, Mayor

THE GLEN COVE CITY YACHT CLUB, INC.

BY: Herve Riou  
Herve Riou, Commodore

FORM APPROVED

[Signature]  
City Attorney