

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION AUTHORIZING THE ADOPTION OF CERTAIN BUDGET
AMENDMENTS TO THE FISCAL YEAR 2020**

WHEREAS, the City Budget is the financial document that funds the many services provided by local city government; and

WHEREAS, the City's fiscal year begins on January 1st of each year and the City Council must adopt a final City Budget by the fourth Tuesday of October for the next budget year; and

WHEREAS, adequate preparation, review and eventual adoption of the annual City Budget is an open process that lasts several weeks; and

WHEREAS, the Mayor has submitted a partial budget to the City Council for the Fiscal year 2020; and

WHEREAS, the Mayor has would like to supplement and add certain sections to the budget that was not previously contained in the budget that was served on the City Council for the Fiscal year 2020; and

WHEREAS, the City has conducted publics hearing on the budget for the Fiscal Year 2020 budget; and

WHEREAS, the Mayor and City Council after review and preparation of the Fiscal Year 2020 budget, would like to supplement and amend certain sections of the budget by substituting and /or adding the following schedules and the attached errata sheet; and

WHEREAS, the City Council would like to adopt the attached errata sheet and incorporate the supplemental schedules to approve the 2020 Fiscal year budget; and

NOW, THEREFORE, BE IT RESOLVED, by the Glen Cove City Council as follows:

1. The attached errata sheet shall amend certain provisions of the budget previously submitted to the council therein and all prior errata sheets or amendments to the budget shall be discarded; and
2. The attached schedules shall be incorporated into the 2020 Fiscal year budget;
3. The attached errata sheets and supplemental schedules shall be made part of the budget upon the adoption of the Fiscal Year 2020 budget.

Resolution 6B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby approves the 2020 Budget.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a lease agreement with New Cingular Wireless PCS, LLC, to retain antenna installation at Brewster Street Municipal Parking Garage, retroactive to January 1, 2018, for a five (5) year term.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Software Consulting Associates, Inc., to provide an upgrade to the City's tax system, for a one-time upgrade fee of \$34,000 and with an annual maintenance and support fee of \$10,200.00, effective for a three (3) year term.

Funding: A1310-55438

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to revalidate the City's Medicaid Revalidation Enrollment, under Federal regulation 42 CFR Part 455.414, with no cost to the City.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Affiliate Agreement/Memorandum of Understanding, with Nassau County Fire-Police EMS Academy, for Emergency Medical Services Continuing Medical Education based recertification program which will add an additional education site and additional dates for employees and member of the City of Glen Cove Emergency Medical Services to obtain recertification.

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CONTINUATION OF PUMP OUT SERVICES

WHEREAS, the service contract with City Wide has expired; and

WHEREAS, the agreement between the City of Glen Cove and Nassau County does not provide pump out services for certain properties that do not have connection to County sewer system; and

WHEREAS, the transfer agreement between the City of Glen Cove and Nassau County provides for a sewer tax to be imposed on properties within the City of Glen Cove, which includes properties that do not have connection to County sewer system; and

WHEREAS, prior resolution which authorized the continuation of pump out services is set to expire; and

WHEREAS, the City of Glen Cove still has a need to provide pump out services for certain properties that do not have connection to County sewer system;

NOW THEREFORE BE IT RESOLVED, that

1. The City Council hereby authorizes to pay for pump out services to be provided pump out services for certain properties that do not have connection to County sewer system; and
2. The City shall provide said pump services on a biennial basis until further resolution of the City Council;

Funding: 1490-55438

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Lisa Marconi, to perform duties as Court Reporter, for Planning and Zoning Board meetings, at a fee of \$5.25 per page for court report services, \$7.00 per page for expedited services, upon City request, and an appearance fee of \$150.00 covering 2 ½ hours of time and \$150.00 for every 2 ½ hours of time thereafter, effective August 2019.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Guercio & Guercio, LLP, to provide Special Counsel to the Office of the Mayor, with firm hourly billing rate of \$250 and \$120 hourly rate for Paralegals/Legal Interns.

Funding: A1210-55438

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

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

Name	Claim Number	Amount
Nazlin Kaplan	18-2625	\$90.00

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby declares November 15, 2019 as “Carol Waldman Day”.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Robert Picoli, Cole Muttee and David Ianelli to attend Tactical Combat Casualty Care class, in Dix Hills, New York, November 23, 2019, at a total cost of \$570.00.

Funding: A4540-55442

Resolution 7A-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Jessica McManus as part-time Food Service Helper, with the Senior Center, at \$13.00 per hour, effective November 13, 2019.

Funding: A7030-51120

Resolution 7A-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Joanna Marcuse as part-time Recreation Leader with Senior Center Adult Day Care Program, with the Senior Center, at \$13.00 per hour, effective November 13, 2019.

Funding: A7036-51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Timothy Fowler, Brian Hammel and Brian Doyle as part-time EMT Basic, with EMS, at \$18.00 per hour, effective November 13, 2019.

Funding: A4540-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby increase the salary of Crossing Guard Agueda Lopez to \$50 per day effective November 13, 2019.

Budget Line A3120-51120



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

BUDGET TRANSFER FORM

DEPARTMENT: Fire Department

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55438	Contractual Services		4004.68
A3410-55420	Repairs & Maintenance	4004.68	

Reason for Transfer:

For tires on Engine 524

Department Head Signature:

Robert H. Marino

Date: 11/8/2019

City Controller Approval:

Judith C. Cline

Date: 11/8/19

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Mayors Office

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A8010-55559	Zoning Board Transcripts	\$6,000.00	
A1990-55940	Contingency		\$6,000.00

Reason for Transfer:

Transfer of funds to shortfall to cover outstanding invoices
for Lisa Marconi, Zoning Board Stenographer

Department Head Signature:

Timothy Decker

Date:

11/08/19

City Controller Approval:

Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglen Cove, ny, c=US
Date: 2019.04.06 11:03:37 -0400

Date:

11/06/2019

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Youth Bureau

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7050-51123	GC@3 Part Time		\$7000.00
A7050-55411	Travel	\$7000.00	

Reason for Transfer:

Need to cover current and upcoming bills that are being reimbursed by grant monies that have not been received yet.

Department Head Signature: Spiro Tsirkas Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -05'00' Date: 11/7/19

City Controller Approval: Josiea Claver Date: 11-7-19

City Council Approval – Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Parks & Recreation BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
55430	Adult Activities	\$ 450.00	
55433	Youth Activities	\$ 200.00	
55435	Baseball Program	\$ 2,300.00	
55436	Day Camp Expenses	\$ 12,000.00	
52220	Equipment Purchase		\$ 9,000.00
55442	Training Expenses		\$ 910.00
55415	Bus Expense		\$ 5,640.00
55411	Travel	\$ 600	

Reason for Transfer:

To pay vendors.

Department Head Signature:

Darcy A. Belger

Date:

10/28/19

City Controller Approval:

Jandra Clasen

Date:

10/30/19

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Federal Aid

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-44820-1756	Pedestrian Improvement Federal Aid	\$40,385.08	
H5110-52260-1756	Pedestrian Improvement		\$40,385.08

Reason for Amendment:

To amend the budget to increase the revenue and expense lines for
reimbursement from the Federal.

Department Head Signature: Sandra Clarson Digitally signed by Sandra Clarson
Date: 2019.11.01 14:25:35 -04'00' Date: 11/01/2019

City Controller Approval: *Sandra Clarson* Date: 11/1/2019

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

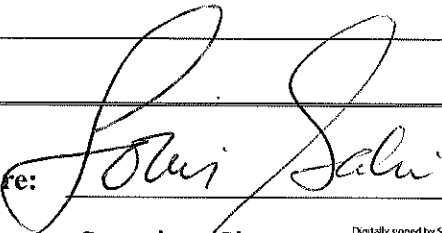
DEPARTMENT: Mayors Office

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A8160-55420	Repairs & Maintenance	\$9,000.00	
A1990-55940	Contingency		\$9,000.00

Reason for Transfer:

Transfer of funds to cover emergency repairs on Sanitation Truck
that is used daily.

Department Head Signature: 

Date: 10/29/19

City Controller Approval: Sandra Clarson

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

Date: 10/29/2019

City Council Approval – Resolution Number: _____

Date: _____

LAW OFFICES
OF
GUERCIO & GUERCIO, LLP

GREGORY J. GUERCIO
RICHARD J. GUERCIO
GARY L. STEFFANETTA
KATHY A. AHEARN
JOHN P. SHEAHAN
RANDY GLASSER
BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
BONNIE L. GORHAM
CHRISTOPHER F. MESTECKY
CHRISTOPHER W. SHISHKO

OFFICE ADMINISTRATOR
DOREEN GIAQUINTO

Reply to: Farmingdale x
Latham □

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NICOLE A. MURPHY
MATTHEW A. GALANTE
TORREY A. CHIN
STEPHANIE A. DENZEL
BRYAN GEORGIADY
RYAN J. JOHNSON

October 18, 2019

City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Attn: Charles McQuair, City Attorney

Re: Special Counsel Services for Special Investigation

Dear Mr. McQuair:

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

We attach the Statement of Client's Rights and the Statement of Client's Responsibilities for your review. We will continue your representation in connection with the matter(s) described below. This retainer agreement shall be in effect until terminated.

There are no conflicts of interest between our firm and the City of Glen Cove.

Legal Services Provided

The Firm will provide special counsel legal services in connection with the conduct of internal investigations and the reporting of findings and recommendations.

FEES, EXPENSES and BILLING PRACTICE

The Firm shall be paid an hourly rate for legal services provided hereunder:

- Hourly Rate for Services: \$250.00 per hour
- Other Services: Paralegals/Legal Interns at a rate of \$120.00 per hour.

We intend to submit a bill to you no less frequently than every thirty (30) days for our services performed during the preceding month. Expenses will be separately stated on the bill. Expenses will include all out-of-pocket disbursements and expenses paid by the Firm for any and all work relating to the City of Glen Cove. These charges include filing fees, service of process, delivery fees, photocopying, facsimile transmissions, Lexis or Westlaw charges, overnight mail expenses and the like.

Upon the request of the Firm and the approval of the same, the fees set forth herein may be modified from time to time by written letter agreement.

This retainer agreement may be terminated by either party at any time upon two weeks' notice and the payment of any fees incurred by the City of Glen Cove as of the date of termination.

This Agreement shall be binding upon and inure to the benefit of the parties' successors with the consent of the City of Glen Cove.

ASSIGNED COUNSEL

Lead counsel for this assignment shall be John P. Sheahan, Christopher F. Mestecky or Christopher W. Shishko.

ARBITRATION

In the event that a dispute arises between the City of Glen Cove and the Firm relating to the Firm's fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Please execute the enclosed copy of this Letter of Engagement and return the same to us. Unless modified in writing, this Letter of Engagement will remain in effect for the entire time that the Firm serves as Special Counsel to the City of Glen Cove.

We are privileged to represent the City of Glen Cove as special counsel.

Very truly yours,

JOHN P. SHEAHAN

JPS:jd
Attachments

City of Glen Cove

By: _____ Dated: _____

STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within the relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to the financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The Lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

COURT REPORTER EMPLOYMENT AGREEMENT

THIS **AGREEMENT** made and entered into on the date last written below, by and between City of Glen Cove (hereinafter "Employer"), and Lisa Marconi an independent contractor (hereinafter "Court Reporter");

WHEREAS, the City of Glen Cove requires court reporter and transcription services for its zoning and Planning Board Meeting; and

WHEREAS, the Employer desires to retain the services of Court Reporter, and Court Reporter desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 Term.** Employer agrees to hire Court Reporter, at will, for a term commencing on _____, 2019 and continuing until terminated in accordance with Section 4 of this agreement.
- 1.2 Duties.** Court Reporter agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Court Reporter's duties shall include the following:
- A) Attending all public Zoning and Planning Board meetings which are required to Stenographically recorded;
 - B) Court reporter shall supply one hard copy of transcript plus electronic minutes to clerk, Planning/zoning Board Secretary, City Attorney and Chairperson of the Board. A copy shall also be supplied to the mayor's office upon request at no additional charge;
 - C) All minutes shall include word index and shall be provided within 3 weeks of the public hearing.
 - D) Court Reporter further agrees that in all aspects of such work, Court Reporter shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the

best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

- 21 Confidentiality.** Except for disclosures which is are matter of public record, Court Reporter shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Court Reporter or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Court Reporter. Court Reporter shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term “confidential information” does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Court Reporter on a non-confidential basis, provided that the source of such information was not known by Court Reporter (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Court Reporter or any of Court Reporter’s representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Court Reporter is subject and that have the legal right to inspect the files that contain the Confidential Information, and Court Reporter will advise Employer promptly upon such disclosure.
- 22 Return of Documents.** Court Reporter acknowledges and agrees that all originals and

copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

- 2.4 **No Release.** Court Reporter agrees that the termination of this Agreement shall not release Court Reporter from any obligations under Section 2.1 or 2.2.

SECTION 3 - COMPENSATION

- 3.1 **Compensation.** In consideration of all services to be rendered by Court Reporter to the Employer, the Employer shall pay to said as follows:

- A) Court report services as 5.25 Per page;
- B) Expedited services shall be 7.00 per page, upon request of the City; an expedited request on behalf of the applicant shall be paid by the applicant.
- C) Court reporter shall be appearance fee of \$150.00 covering 2 ½ hours of time and \$150.00 for every 2 ½ hours of time thereafter;

- 3.2 **Withholding; Other Benefits.** Compensation paid ☐ pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Court Reporter shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Court Reporter with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 **Termination at Will.** This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Court Reporter may terminate this Agreement upon 60 days written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Court Reporter.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1 Court Reporter acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Court Reporter shall have no authority to bind or otherwise obligate Employer in any manner nor shall Court Reporter represent to anyone that it has a right to do so. Court Reporter further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Court Reporter shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 **Assignment.** The Court Reporter shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF COURT REPORTER

- 6.1 Court Reporter represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Court Reporter is subject that prevents Court Reporter from entering into this Agreement or from performing fully Court Reporter's duties under this Agreement.
- 6.2 Court Reporter represents that he/she is licensed by the appropriate licensing agency for the Court Reporting profession and that he/she is in good standing with such agency.

SECTION 7 LIQUIDATED DAMAGES

~~In the event the Court Reporter fails to provide the contracted for services under the terms of this contract, Court Reporter will pay liquidated damages in the amount of \$_____ per proceeding (hearing, deposition, trial, etc.). This amount is to be paid as liquidated damages and not as a penalty because of the difficulty in ascertaining actual damages.~~

SECTION 8 DOCUMENTATION

Court Reporter shall submit written invoices for all fees or other compensation for

services in detail, including the amount of time expended in performing the service, the day on which the service was performed, and what expenses were incurred, as well as the number of original transcript pages, and contract amount per page.

SECTION 9 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Court Reporter or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Court Reporter or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2019.

Timothy Tenke
Mayor-City of Glen Cove

Lisa Marconi
COURT REPORTER

Affiliate Agreement / Memorandum of Understanding

EMS CME BASED RECERTIFICATION

Between

Nassau County Fire-Police EMS Academy



And

City of Glen Cove Emergency Medical Services (2957)

AGREEMENT between **Nassau County Fire-Police EMS Academy (FPA)** (hereafter referred to as the "Affiliate"), a New York State EMS Course Sponsor

And

City of Glen Cove Emergency Medical Services (2957), hereafter referred to as the "Agency").

WHEREAS, the agency desires to have the affiliate assume training responsibilities in accordance with the New York State Continuing Medical Education re-certification Program, as pertaining to the fulfilment of "core content".

Whereas, the affiliate is willing to accept the responsibility of providing said agencies' didactic duties in accordance with New York State's regulations regarding said re-certification program upon the terms and conditions set forth

Now therefore it is mutually understood and agreed by and between the parties hereto as follows:

All Parties:

1. The students and staff shall respect the confidential nature of all information that they have access to, including but not limited to, patient's personal health information contained in patient's medical records or maintained on the agency's or affiliates electronic information system.
2. The agency or affiliate shall not discriminate against any employee, applicant, or student in their respective programs based on age, handicap, color, national origin, race, religion, sex, or other legally impermissible basis.
3. The parties hereto recognize that in the performance of this agreement the greatest benefit will be derived by promoting the interest of both parties and each of the parties does, therefore, enter into this agreement with the intention of loyally cooperating with the other in carrying out

the terms of this agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render a service to the student and to the public.

4. The affiliate and agency shall maintain ongoing communications to correlate the academic and clinical requirements as pertains to the program. Communication with / from the Agency will be solely through the Agency's CME Coordinator.
5. If either party wishes to terminate this agreement, it is understood that written notice will be given to the other party at least six (6) months in advance of such termination. Students then enrolled in or scheduled for sessions will have the opportunity to complete their educational experience with the affiliate.
6. This agreement will be reviewed by both parties annually and will remain in effect unless revoked by either party.

Agency Responsibilities:

1. Agency agrees to adhere to guidelines set forth in the New York State Department of Health Pilot EMS re-certification program administrative manual. These guidelines are available on the NYS DOH EMS website.
2. Agency is responsible to complete and submit to the NYS DOH an "Agency Registration Form" (DOH-4227).
3. Agency is responsible to complete and submit to the DOH a "Participant Registration Form" (DOH-4226) for each Agency member enrolled with the Agency's Pilot Recertification program.
4. Agency agrees that AFFILIATE CONTRACTOR will be the sole provider of the Agency's CME Recertification program and all members of the Agency who recertify through the CME Recertification process will do so exclusively through the AFFILIATE program.

Participants Responsibilities:

1. Participant will be enrolled in said agency's CME based refresher program contingent upon the participant remaining a member / employee in good standing with the agency. Participant may continue enrollment in the program if participant is a member in good standing with another agency enrolled with the affiliate.
2. Participant agrees that the New York State Department of Health Pilot EMS re-certification program is voluntary and the participant may enroll or withdraw from the program at any time.
3. Participant agrees to adhere to guidelines set forth in the New York State Department of Health Pilot EMS re-certification program administrative manual. These guidelines are available on the NYS DOH EMS website.

Affiliate Responsibilities:

1. Participant files will be kept at the affiliate's offices. Files will be made available for audit by the New York State Department of Health or any other qualified agency for review within 24 hours as specified in New York State Department of Health Pilot EMS re-certification program guidelines
2. Participant summary reports will be supplied to the agency from the affiliate in electronic and written forms upon request. These reports will reflect the most updated participant information including: accumulation of CME hours, types of hours accrued, hours needed to complete requirements concerning the CME refresher program and time constraints involved. Completion of the recertification process is the responsibility of the Participant and their Agency.
3. Participant skills will be verified by the affiliate, if so required by the Agency. These skills will be tested according to current State / National Standards utilizing standardized grading sheets. Skills verification will be administered according to the NYS EMS Practical Skills Exam related to the participants EMS level of certification. The affiliate agrees to remediate the participant in said skills in the case skill proficiency has not been achieved.
4. Affiliate agrees to provide core content material to the participant. Core content will be provided continuously throughout the participant's certification period at the FPA.
5. American Heart Association required courses may be offered at an additional charge to the participant.
6. Affiliate agrees to verify participant attendance in the form of a verifiable sign in sheet.
7. The affiliate reserves the right to terminate a student's contract due to non-compliance with Academy policies or requirements.
8. The affiliate reserves the right to withdraw from a student's contract whose condition or conduct jeopardizes the wellbeing of employees, students, or visitors to the agency or affiliate. Unless the affiliate determines that the immediate withdrawal is required for the wellbeing of employers, students, or visitors, such dismissal shall not occur without consultation of the agency.
9. Affiliate agrees to track, compile, and submit all pertinent documents related to Core Content and/or skills verification to the Agency upon the participants completion of Core Content. It is the responsibility of the Agency to submit the completed CME paperwork to the New York State Department of Health CME re-certification program.
10. In the event the affiliate cannot fulfill responsibilities outlined above, the affiliate agrees to relinquish all pertinent documents to the agency to facilitate the continuation of the program through other means.
11. The affiliate will have sole claim to reimbursement as available via vouchering for the cost of the CME program via NYS DOH EMS. Vouchering will proceed as per NYS CME guidelines upon completion of the participants core CME.

Responsible parties as follows:

- **AFFILIATE Contact**

Donald C Hudson NRP, CIC
Administrator / Course Sponsor Administrator
Nassau County Fire-Police EMS Academy
2201 Hempstead Turnpike
East Meadow, NY 11554
DHudson@NassauCountyNY.gov
516-572-0190

- **AGENCY CME Coordinator**

Name: Christopher DeMetropolis

Title: EMS Supervisor

Address: 9 Glen Street, City Hall - EMS Glen Cove, NY 11542

Email: cdemetropolis@glencoveny.gov

Phone: 516-676-0331 (office) 516-369-4569 (cell)

- **AGENCY MEDICAL DIRECTOR**

Name/ Title: John Colletta MD

NYS License #: 162980-1

Email / Phone: jcolletta@northwell.edu 516-567-7312

- (Initial one) In regards to skills verification, The Agency:

☐

Requires the Affiliate to verify skills competency in accordance with NYS DOH EMS CME guidelines

☒

Does not require the affiliate to verify skills competency and will do so itself via direct observation or QA/QU

- Endorsements:

(CME coordinator of Sponsoring Agency Signature)

(Date)

(Agency CEO/COO/Head Signature)

(Date)

(Medical Director of Sponsoring Agency Signature)

(Date)

(FPA Administrator Signature)

(Date)

Attachments:

- FPA CME Affiliate agreement template- for agency endorsement
- Individual EMT CME Contract- for each participant endorsement
- Individual EMT-CC CME Contract- for each participant endorsement
- Individual Paramedic CME Contract- for each participant endorsement



Nassau County Fire Police EMS Academy at Nassau University Medical Center
2201 Hempstead Turnpike, Building B, 2nd Floor, Bin 80
East Meadow, New York 11554
Phone 516-572-0190 Fax 516-572-5595

EMS Continuing Medical Education (CME) Renewal Contract - AEMT

This document serves as a binding agreement between the Nassau County Fire-Police Emergency Medical Service Academy and the Emergency Medical Technician-CC Renewal student:

(print name) _____ (print agency) _____

NYS EMS License #: _____ Last 4 # of SS: _____

The Nassau County Fire-Police EMS Academy will provide the high quality instruction and classes necessary to complete the New York State AEMT CME Renewal program- Refresher component (core content). It is further agreed that I hereby grant permission to the Nassau County Fire Police EMS Academy to seek any and all NYS Reimbursement funds available for this CME Renewal Program, and that my sponsoring agency will not seek such reimbursement.

I will; attend all necessary sessions and abide by all Academy rules and regulations. I understand that it is my responsibility to submit to New York State Department of Health, Bureau of EMS, all documentation required for the completion of the Advanced Emergency Medical Technician CME Renewal program.

I also understand that I may participate in this program as long as I am currently a New York State Certified AEMT and actively providing prehospital care with a sponsoring agency.

New York State currently requires that a candidate in the AEMT CME Renewal Program attend 40 hours of refresher (core) training. I, the undersigned agree to complete this portion of the renewal process at the Fire Police EMS Academy. The NY State hourly requirements are as follows:

- **EMT Refresher Training:**
 - Preparatory- 1 hours
 - Airway- 2 hours
 - Patient Assessment 3 hours
 - Pharmacology/Med Admin/Emergency Meds 1 hour
 - Immunology/Toxicology 1 hour
 - Endocrine/Neurology 1 hour
 - Abdominal/Geni-Renal/GI/Hematology 3 hours
 - Respiratory 1 hour
 - Psychiatric 1 hour
 - Cardiology 1 hour
 - Shock and Resuscitation 1 hour
 - Trauma 4 hours
 - Geriatrics 2 hours
 - OB/Neonate/Pediatrics 2 hours
 - Special Needs Patients 1 hour
 - EMS Operations 1 hour
- **AEMT Refresher Training:**
 - Preparatory 1 hour
 - Pharmacology 2 hours
 - Advanced Airway Management / Ventilation 2 hours
 - Medical 4 hours
 - Patient Assessment 2 hours
 - Trauma 3 hours

The following requirements are in addition to the above and may be completed at the Fire Police EMS Academy or by another mechanism supported by the candidate's Agency Medical Director / CME Coordinator.

- 32 hours of continuing education (non-core)
- CPR Certification

(Student Signature)

(Date)

(CME coordinator of Sponsoring Agency Signature)

(Date)

(FPA Administrator Signature)

(Date)



Nassau County Fire Police EMS Academy at Nassau University Medical Center
2201 Hempstead Turnpike, Building B, 2nd Floor, Bin 80
East Meadow, New York 11554
Phone 516-572-0190 Fax 516-572-5595

EMS Continuing Medical Education (CME) Renewal Contract - EMT

This document serves as a binding agreement between the Nassau County Fire-Police Emergency Medical Service Academy and the EMT Renewal student:

(print name) _____ (print agency) _____

NYS EMS License #: _____ Last 4 # of SS: _____

The Nassau County Fire-Police EMS Academy will provide the high quality instruction and classes necessary to complete the New York State EMT CME Renewal program- Refresher component (core content). It is further agreed that I hereby grant permission to the Nassau County Fire Police EMS Academy to seek any and all NYS Reimbursement funds available for this CME Renewal Program, and that my sponsoring agency will not seek such reimbursement.

I will; attend all necessary sessions and abide by all Academy rules and regulations. I understand that it is my responsibility to submit to New York State Department of Health, Bureau of EMS, all documentation required for the completion of the EMT CME Renewal program.

I also understand that I may participate in this program as long as I am currently a New York State Certified EMT and actively providing prehospital care with a sponsoring agency.

New York State currently requires that a candidate in the EMT CME Renewal Program attend 26 hours of refresher (core) training. I, the undersigned agree to complete this portion of the renewal process at the Fire Police EMS Academy. The NY State hourly requirements are as follows:

- | | |
|---|---------|
| • Preparatory | 1 hour |
| • Airway | 2 hours |
| • Patient Assessment | 3 hours |
| • Pharmacology/Med Admin/Emergency Meds | 1 hour |
| • Immunology/Toxicology | 1 hour |
| • Endocrine/Neurology | 1 hour |
| • Abdominal/Geni-Renal/GI/Hematology | 3 hours |
| • Respiratory | 1 hour |
| • Psychiatric | 1 hour |
| • Cardiology | 1 hour |
| • Shock and Resuscitation | 1 hour |
| • Trauma | 4 hours |
| • Geriatrics | 2 hours |
| • OB/Neonate/Pediatrics | 2 hours |
| • Special Needs Patients | 1 hour |
| • EMS Operations | 1 hour |

The following requirements are in addition to the above and may be completed at the Fire Police EMS Academy or by another mechanism supported by the candidate's Agency Medical Director / CME Coordinator.

- 46 hours of continuing education (non-core)
- CPR Certification

(Student Signature)

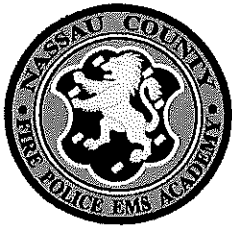
(Date)

(CME coordinator of Sponsoring Agency Signature)

(Date)

(FPA Administrator Signature)

(Date)



Nassau County Fire Police EMS Academy at Nassau University Medical Center
2201 Hempstead Turnpike, Building B, 2nd Floor, Bin 80
East Meadow, New York 11554
Phone 516-572-0190 Fax 516-572-5595

EMS Continuing Medical Education (CME) Renewal Contract - EMT-Critical Care

This document serves as a binding agreement between the Nassau County Fire-Police Emergency Medical Service Academy and the Emergency Medical Technician-CC Renewal student:

(print name) _____ (print agency) _____

NYS EMS License #: _____ Last 4 # of SS: _____

The Nassau County Fire-Police EMS Academy will provide the high quality instruction and classes necessary to complete the New York State EMT-CC CME Renewal program- Refresher component (core content). It is further agreed that I hereby grant permission to the Nassau County Fire Police EMS Academy to seek any and all NYS Reimbursement funds available for this CME Renewal Program, and that my sponsoring agency will not seek such reimbursement.

I will; attend all necessary sessions and abide by all Academy rules and regulations. I understand that it is my responsibility to submit to New York State Department of Health, Bureau of EMS, all documentation required for the completion of the Emergency Medical Technician-CC CME Renewal program.

I also understand that I may participate in this program as long as I am currently a New York State Certified EMT-Critical Care Technician and actively providing prehospital care with a sponsoring agency.

New York State currently requires that a candidate in the EMT-CC CME Renewal Program attend 36 hours of refresher (core) training. I, the undersigned agree to complete this portion of the renewal process at the Fire Police EMS Academy. The NY State hourly requirements are as follows:

- | | |
|---|---------|
| • Preparatory- | 5 hours |
| • Airway- | 5 hours |
| • Trauma- | 8 hours |
| • Medical/Behavioral (see sub categories) | |
| ○ Respiratory and Cardiac Emergencies- | 5 hours |
| ○ Allergic Reactions and Poisoning- | 2 hours |
| ○ Neurological & Abdominal Emergencies- | 2 hours |
| ○ Environmental/Behavioral/Gynecological- | 3 hours |
| • Special Considerations (see sub categories) | |
| ○ Obstetric Emergencies- | 2 hours |
| ○ Neonatology- | 1 hour |
| ○ Pediatrics- | 2 hours |
| • Operations- | 1 hours |

The following requirements are in addition to the above and may be completed at the Fire Police EMS Academy or by another mechanism supported by the candidate's Agency Medical Director / CME Coordinator.

- 36 hours of continuing education (non-core)
- CPR Certification

(Student Signature)

(Date)

(CME coordinator of Sponsoring Agency Signature)

(Date)

(FPA Administrator Signature)

(Date)



Nassau County Fire Police EMS Academy at Nassau University Medical Center
2201 Hempstead Turnpike, Building B, 2nd Floor, Bin 80
East Meadow, New York 11554
Phone 516-572-0190 Fax 516-572-5595

EMS Continuing Medical Education (CME) Renewal Contract - Paramedic

This document serves as a binding agreement between the Nassau County Fire-Police Emergency Medical Service Academy and the Paramedic Renewal student:

(print name) _____ (print agency) _____

NYS EMS License #: _____ Last 4 # of SS: _____

The Nassau County Fire-Police EMS Academy will provide the high quality instruction and classes necessary to complete the New York State Paramedic CME Renewal program- Refresher component (core content). It is further agreed that I hereby grant permission to the Nassau County Fire Police EMS Academy to seek any and all NYS Reimbursement funds available for this CME Renewal Program, and that my sponsoring agency will not seek such reimbursement.

I will; attend all necessary sessions and abide by all Academy rules and regulations. I understand that it is my responsibility to submit to New York State Department of Health, Bureau of EMS, all documentation required for the completion of the Paramedic CME Renewal program.

I also understand that I may participate in this program as long as I am currently a New York State Certified Paramedic and actively providing prehospital care with a sponsoring agency.

New York State currently requires that a candidate in the Paramedic CME Renewal Program attend 48 hours of refresher (core) training. I, the undersigned agree to complete this portion of the renewal process at the Fire Police EMS Academy. The NY State hourly requirements are as follows:

- | | |
|---|----------|
| • Preparatory- | 6 hours |
| • Airway- | 6 hours |
| • Trauma- | 10 hours |
| • Medical (see sub categories) | |
| ○ Pulmonary and Cardiology- | 6 hours |
| ○ Neurology/Endocrinology/Allergies and Anaphylaxis- | 3 hours |
| ○ Gastroenterology/Renal and Urology/Toxicology/Hematology- | 3 hours |
| ○ Environmental /Infectious Diseases/Behavioral- | 3 hours |
| ○ Gynecology and Obstetrics- | 3 Hours |
| • Special Considerations (see sub categories) | |
| ○ Neonatology and Pediatrics | 3 hours |
| ○ Abuse and Assault - | 1 hour |
| ○ Special Challenges and Chronic Care Patients- | 2 hours |
| • Operations- | 2 hours |

The following requirements are in addition to the above and may be completed at the Fire Police EMS Academy or by another mechanism supported by the candidate's Agency Medical Director / CME Coordinator.

- 24 hours of continuing education (non-core)
- CPR Certification
- ACLS Certification

(Student Signature)

(Date)

(CME coordinator of Sponsoring Agency Signature)

(Date)

(FPA Administrator Signature)

(Date)

SOFTWARE LICENSE AND SUPPORT ORDER FORM & AGREEMENT

This Order Form, Terms and Conditions, and the attached exhibits (the "**Agreement**") is entered into by and between Software Consulting Associates, Inc., a Government Brands company formed under the laws of the State of New York, with its principal place of business at 54 Elizabeth Street, Suite 17, Red Hook, New York 12571 ("LICENSOR") and the licensee listed in the Order Form below ("LICENSEE") as of the latter date of the parties' signatures below.

Licensee: City of Glen Cove	Contact: Sandra Clarson
Address: 9 Glen Street	Phone: 516 676 3564
Glen Cove, NY 11542	E-Mail: SClarson@cityofglencoveny.org
Licensed Software (the "<u>Software</u>"): PAS 2.0	
Software License Fee: \$0 One-Time Upgrade Fee: \$34,000.00 Annual Maintenance & Support Fee: \$10,200.00	Initial Term (Maintenance & Support): 3 years from Term Effective Date (as defined herein)

1. **Representations and Warranties.** Each Party hereby represents and warrants to the other Party that it has the full right, corporate power and authority to enter into this Order and to perform its obligations hereunder.

2. **ACKNOWLEDGEMENT: LICENSEE,** by providing its signature below, hereby acknowledges that LICENSEE has received the attached Software License and Support Terms and Conditions and agrees that the provisions of such Terms and Conditions shall apply to, and govern, the Licensed Software listed in this Order Form. LICENSEE further acknowledges that it has read the Terms and Conditions and fully understands its terms and provisions contained therein.

**SOFTWARE CONSULTING
ASSOCIATES, INC.**

CITY OF GLEN COVE

By:



By: _____

Name: Alexander Zane

Name: _____

Title: Vice President of Operations

Title: _____

Date: September 9, 2019

Date: _____

SOFTWARE LICENSE AND SUPPORT TERMS AND CONDITIONS

ALL THE PROVISIONS OF THESE TERMS AND CONDITIONS ("TERMS" OR "AGREEMENT") SHALL APPLY BETWEEN LICENSOR AND LICENSEE (THE "PARTIES"), EXCEPT WHERE EXPLICITLY AGREED OTHERWISE IN A WRITING SIGNED BY BOTH PARTIES. THE CONDITIONS CONTAINED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON BOTH PARTIES UNLESS EXPRESSLY ACCEPTED BY BOTH PARTIES IN WRITING. ANY AGREED UPON ORDER FORM, STATEMENT OF WORK OR OTHER AGREEMENT TO PROVIDE SPECIFIC SOFTWARE, ANY GOODS OR SERVICES, AS DEFINED BELOW, TOGETHER WITH THESE TERMS, SHALL EXCLUSIVELY GOVERN THE PARTIES' OBLIGATIONS. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THESE TERMS SET FORTH THE SOLE AND EXCLUSIVE AGREEMENT BY AND BETWEEN LICENSEE AND LICENSOR, AND SHALL SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES.

WHEREAS, LICENSOR is the owner of, or has acquired rights to, a software and Documentation as defined in the Order Form and in **Exhibit A** attached hereto (the "Licensed Software");

WHEREAS, LICENSEE desires to use such Licensed Software; and

WHEREAS, LICENSOR desires to grant to LICENSEE and LICENSEE desires to obtain from LICENSOR a non-exclusive license to use the Licensed Software and related Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. Definitions

"Affiliate" of a party shall mean a corporation or other business or municipality organization controlled by, controlling, or under common control with the party, where "control" of a corporation means ownership or voting power over more than fifty percent (50%) of the outstanding stock of the corporation, and where "control" of another form of legal entity means possession of voting power sufficient to elect a majority of the voting members of the ultimate governing body of the entity.

"Authorized User(s)": Any employee of LICENSEE or its Affiliates, if applicable, together with authorized agents or subcontractors of LICENSEE who use the Licensed Software solely in connection with the municipality activities of the LICENSEE.

"Confidential Information": All information disclosed by one party hereunder to the other and designated in writing as confidential or disclosed verbally by the disclosing party if it is identified by the disclosing party as confidential before, during or promptly after the presentation or communication, or which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information shall also include the Licensed Software, including all source and object code, Documentation related to such software, and the terms and pricing under this Agreement.

"Documentation": LICENSOR's created and supplied (i) user and system administrator guides, manuals and any other materials provided by LICENSOR, in printed, electronic or other form, that

describe the installation, operation, use or technical specifications of the Licensed Software.; and (ii) on line help for use by LICENSEE and Authorized Users in connection with the Licensed Software.

"Implement" (and any variant thereof) means to carry out a project to install and setup the Licensed Software.

"Term" means three (3) years from the Term Effective Date.

"Term Effective Date" means the date on which LICENSOR provides to LICENSEE written notice of the delivery of the Licensed Software.

"Updates": Periodically released versions of the Licensed Software and Documentation which include updates, modifications, and corrections to the Licensed Software.

"Upgrades": Periodically released versions of the Licensed Software and Documentation which include significant function and feature enhancements to the Licensed Software, including "Municipity 5", which constitutes a cloud-based, multi-platform software for municipalities.

2. Term License Grant

(a) Subject to and conditioned upon LICENSEE's strict compliance with all terms and conditions set forth in these Terms, LICENSOR grants to LICENSEE a fee-bearing, non-exclusive, personal, non-sub-licensable, non-transferable and limited license during the Term (however, subject to the termination provisions of Section 11) to use the Licensed Software ("Term License Grant" or "License Grant"). This Term License Grant shall provide a license to use the machine-readable object code only, excluding any source code.

(b) LICENSEE may utilize the Software at LICENSEE's municipality locations and divisions within the territory of the United States and as specified in **Exhibit A**. The License Grant is for the scope of usage specified in **Exhibit A**. LICENSEE shall, at all times, inform LICENSOR about all of the locations where the Software is utilized and shall give LICENSOR fifteen (15) days prior notice before installing any Licensed Software not covered by **Exhibit A**. LICENSEE may provide access to the Licensed Software for up to the maximum number of servers and/or the maximum number of users and certain terabyte usage as defined by LICENSOR's proposal and/or LICENSOR's current price list for the specific Licensed Software. LICENSEE agrees

and acknowledges that LICENSEE shall be solely liable and responsible for the acts or omissions of any Authorized Users and any and all individuals who are using the Licensed Software with LICENSEE's permission or knowledge.

(c) Except as provided in Section 13 (e) below, LICENSEE shall not: (i) permit any third party to use the Licensed Software, except in the event that a third party needs to operate the Licensed Software on behalf of LICENSEE; (ii) modify, change translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation; (iii) de-compile, disassemble or otherwise reverse engineer or otherwise attempt to derive or gain access to the source code or any part of the Licensed Software; (iv) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs; (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (vi) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or the Documentation; (vii) use the Licensed Software or Documentation in violation of any law, regulation or rule; (viii) use or permit the use of the Software in or on any service bureau, time-sharing or in any situation where the authorized site on which the Licensed Software is installed may be accessed by any unauthorized party; (ix) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to LICENSOR's commercial disadvantage; or (x) use the Licensed Software except as expressly authorized herein.

(d) If the Licensed Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to

applicable copyright notices, in the form provided under the governmental regulations. LICENSOR shall not be subject to any flow down provisions required by the governmental customer unless agreed to by LICENSOR in writing.

3. Hosting Services

During the Term, LICENSOR may provide hosting services to LICENSEE for its software and data at its existing data center facility in Ashburn, Virginia (with backups in Boardman, Oregon) under the terms and conditions of and for the period and fee specified in Exhibit C. Except for downtime for scheduled maintenance, LICENSOR shall make the software available to users 24 hours per day, 7 days per week, with maintenance reserved for Thursdays between 1am ET and 4am ET. LICENSOR shall be financially and operationally responsible for the hosting environment including maintenance, repair, replacement and upgrade, and the performance, availability, reliability, compatibility and interoperability of the software and hosting environment. LICENSOR shall provide the hosting services through a dedicated telecommunications connection to LICENSEE. The equipment, connectivity and other items located at LICENSOR'S existing data center facility in Ashburn, Virginia, that is described in Exhibit C are included within the hosting environment and access to be provided by LICENSOR under this Section 3.

4. Payment, Installation and Additional Services

(a) LICENSEE agrees to pay LICENSOR the license fees as specified herein. LICENSEE agrees to make full payment of any invoices within thirty (30) days of receipt of such invoice. If LICENSEE desires to expand the scope of usage as set forth in **Exhibit A**, especially additional licenses, LICENSEE may do so according to LICENSOR's then current pricing policies,

(b) LICENSEE is responsible for the purchase or licensing of all additional equipment and software necessary to install and properly operate the Licensed Software as detailed in the Documentation. Future versions of the Licensed Software and new LICENSOR products may require additional equipment and/or software, as well as updated

versions of the equipment and software. Purchase or licensing of these items, if required, is solely the responsibility of LICENSEE.

5. Updates, Upgrades and Supplements

(a) Upon payment of the license fees set forth herein, LICENSEE shall receive support and maintenance ("Support Services") for the duration of the Term as set forth above, provided that LICENSEE is a participant in the maintenance program as detailed in **Exhibit B** attached hereto at the time of the release of the Update or Upgrade. Upon LICENSOR'S timely delivery of such PAS 2.0 Upgrade, LICENSEE shall be obligated to pay the Upgrade Fee set forth herein and the Maintenance & Services Fee for a 3-year term.

(b) Use of any Update or Upgrade with or in place of the Licensed Software is subject to this Agreement. Any portion of the Licensed Software replaced by an Update or Upgrade (except archival copies) shall be destroyed by LICENSEE or returned to LICENSOR, unless otherwise agreed in writing by the Parties.

(c) From time to time, LICENSOR may make available computer programs which are compatible with and supplement the Licensed Software, but which (i) contain material new features and/or programs not included in Updates and Upgrades of the Licensed Software, (ii) may be priced and offered separately as optional additions to the Licensed Software and (iii) are not made generally available to LICENSEE's similarly situated LICENSEES without separate charges ("Supplements" herein). LICENSOR shall determine, at its sole discretion, what constitutes a Supplement. SUPPLEMENTS MAY INCLUDE LICENSE AND MAINTENANCE TERMS ADDITIONAL TO THOSE OF THIS AGREEMENT.

6. Ownership, Copies

(a) All right, title and interest in and to the Licensed Software and Documentation, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, and the media on which same are furnished to LICENSEE, belong exclusively to LICENSOR. LICENSEE acknowledges that no such right, title or interest in these items is granted under these Terms, except as specifically provided for therein.

(b) LICENSEE agrees that the Licensed Software contains proprietary information, including trade secrets, know-how and confidential information (the "Proprietary Information"). Without limitation in duration, LICENSEE and its Authorized Users shall maintain the confidentiality of the Proprietary Information and not sell, license, publish, display, distribute, disclose or otherwise make available the Proprietary Information to any third party nor use the Proprietary Information except as authorized by this Agreement. LICENSEE shall not disclose any Proprietary Information concerning the Licensed Software, including, but not limited to, any flow charts or logic diagrams to any person not employed by LICENSEE, without the prior written consent of LICENSOR. LICENSEE agrees to secure and protect each module, software product, Documentation and copies thereof in a manner consistent with the maintenance of LICENSOR's rights therein and to take appropriate action by instruction or agreement with its Authorized Users or consultants who are permitted access to the Licensed Software to satisfy its obligations hereunder. All copies made by LICENSEE of the Licensed Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of LICENSOR. Without limitation of any other remedies available to LICENSOR at law or in equity, violation of any provision of this Section 5(b) shall be the basis for immediate termination of this Agreement based on these Terms, and the license of Licensed Software granted hereunder.

(c) LICENSEE shall be allowed to make copies of the Documentation for each Authorized User for internal use only. LICENSEE may also make copies of the Licensed Software reasonably necessary for back-up, testing or archival purposes. All such authorized copies of the Licensed Software shall contain all copyright notices or proprietary legends specified by LICENSOR.

7. Confidentiality

(a) Each party agrees to use commercially reasonable efforts to prevent any unauthorized copying, use, distribution, installation or transfer of possession of Confidential Information. At a minimum, each party shall maintain at least the same procedures regarding the other party's Confidential Information that it maintains with respect to its own.

A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party from a third party without any breach of confidentiality; (iii) is disclosed by a party to a third party without any obligation of confidentiality; (iv) is independently developed; or (v) is disclosed in accordance with judicial or other governmental order, provided that receiving party shall give disclosing party reasonable notice prior to such disclosure. Without limiting the generality of the foregoing, LICENSEE shall take reasonable steps to prevent any personnel or Authorized User from removing any proprietary or other legend or restrictive notice contained or included in any material provided by LICENSOR.

(b) Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of these Terms may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate. Both parties further agree that the non-disclosing party shall be entitled to attempt to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

(c) The obligations under this Section 6 shall apply to the authorized subcontractors and agents of each party.

8. Warranties

(a) LICENSOR warrants that it is the lawful owner or sub-licensee of the Licensed Software and has the full right and authority to grant the licenses hereunder free and clear of all liens, encumbrances, and security interests of all kinds.

(b) LICENSOR warrants for a period of one (1) year from the Term Date that the Licensed Software (including any Updates or Upgrades to same) will perform substantially in accordance with the specifications set forth in LICENSOR's then current Documentation, from the date it is delivered. This warranty does not cover, however, any copy of the Licensed Software which has been altered or changed in any way by the LICENSEE or any Authorized User, provided such alteration or change gave rise to the warranty claim.

(c) LICENSOR does not warrant that the functions contained in the Licensed Software will meet the requirements of LICENSEE or Authorized Users or that the operation of the Licensed Software will be uninterrupted or error-free. LICENSOR is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Licensed Software is procured, nor is LICENSOR responsible for problems which result from the use of the Licensed Software in conjunction with software of third parties or with hardware which is incompatible with the operating system for which the Licensed Software is being procured.

(d) Only an authorized officer of LICENSOR may grant additional warranties which may be binding on LICENSOR. Such additional warranties must be in writing and signed by LICENSOR's authorized officer.

(e) LICENSOR's entire liability and LICENSEE's exclusive remedy shall be, at LICENSOR's option, either: (1) return of the license fees paid; or (2) repair or replacement of the Licensed Software upon its return to LICENSOR; provided LICENSOR receives written notice from LICENSEE during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9. WARRANTY DISCLAIMER

LICENSOR DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 7 ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LICENSOR HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH IN SECTION 7.

10. Limitation of Remedies in General

Except as provided in Section 12 of these Terms, the entire liability of LICENSOR and its suppliers, and LICENSEE's sole and exclusive remedy for the breach of the warranty obligations in Section 7 shall be limited to the following:

(a) LICENSOR or its representatives shall use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any error in the Licensed Software or replace the Licensed Software. In the event of any breach of warranty, the parties shall use all reasonable efforts in order to cooperate and to achieve a resolution to such breach through either the repair or the replacement of the Licensed Software. Any such repair, fix or replacement to the Licensed Software shall be completed within a timeframe commensurate with the level of severity of the defect. LICENSOR, however, shall not be obligated to correct, cure or otherwise remedy any error or defect in the Licensed Software resulting from any (i) modification of the Licensed Software made by LICENSEE or Authorized Users; (ii) misuse or damage of the Licensed Software by LICENSEE or any Authorized Users; (iii) failure of LICENSEE to notify LICENSOR of the existence and nature of such nonconformity or defect promptly upon its discovery; or (iv) use of the Licensed Software in an operating environment not compatible with the specifications in the Documentation.

(b) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR, ON BEHALF OF ITSELF AND ITS SUPPLIERS, DISCLAIMS ANY AND ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF DATA, ETC.) ARISING OUT OF THESE TERMS, OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, OPERATION OR SUPPORT OF THE LICENSED SOFTWARE, EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 6 OF THESE TERMS, LICENSEE SHALL ALSO TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW DISCLAIM ANY AND ALL LIABILITY FOR SPECIAL, PUNITIVE,

EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF DATA, ETC.) ARISING OUT OF THESE TERMS, THE LICENSED SOFTWARE OR OTHERWISE EVEN IF LICENSEE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) To the maximum extent permissible under applicable law, and except as provided in Section 12 of these Terms, LICENSEE and LICENSOR agree that any liability on the part of LICENSOR or LICENSEE, arising out of these Terms, or with respect to the installation, implementation, customization, use, operation or support of the Licensed Software, based upon any legal theory, including but not limited to breach of warranty, breach of contract, negligence, other tort claims or strict liability shall not exceed 100% of the amount paid by LICENSEE in license fees for the Licensed Software.

11. Taxes and Tariffs

LICENSEE shall, besides other amounts payable under this Agreement, pay all local, state, federal, national, use, excise, and value added taxes (except for taxes imposed on LICENSOR's income generally), as well as customs duties or tariffs, levied or imposed by reason of the transactions contemplated in these Terms, including any new taxes introduced during the term of the Agreement. LICENSEE shall promptly pay to LICENSOR any such taxes actually paid or required to be collected or paid by LICENSOR. In the event LICENSEE is exempt or claims exemption from the requirements of the provision, LICENSEE shall promptly provide LICENSOR with a tax exemption certificate establishing such exemption.

12. Term, Default and Termination

This Agreement shall be effective from the date of its execution through its Term, until terminated by either party as provided below.

(a) For Convenience. LICENSEE shall have the right to terminate this Agreement for convenience upon sixty (60) days prior written notice to LICENSOR.

(b) For Cause. In the event either party defaults in any material obligation in this Agreement, the other party shall give written notice of such default, and, if the party in default has not cured the default within

thirty (30) days of the notice, the other party shall have the right to terminate the Agreement.

(c) Upon termination of the Agreement, regardless of the cause (expiration of Term or via termination) the license granted under this Agreement shall be immediately revoked. Within ten (10) business days after the termination of the Agreement, LICENSEE shall return to LICENSOR all copies of the Licensed Software and Documentation in LICENSEE's possession, in addition to an affidavit signed by LICENSEE's officer that no copies of the Licensed Software are retained by LICENSEE, on whatever media. TERMINATION SHALL NOT RELIEVE EITHER PARTY OF THEIR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT. In the event of termination as a result of LICENSEE's failure to comply with any of its obligations under this Agreement, LICENSEE shall continue to be obligated for any payments due as of the date of termination. Termination of the Agreement shall be in addition to, and not in lieu of, any other remedies available to either party.

13. Infringement Indemnity

LICENSOR, at its own expense, will indemnify, defend, and hold harmless any claim or award of costs and damages brought against LICENSEE to the extent that it is based on a claim that the Licensed Software or Documentation used within the scope of this Agreement infringes any U.S. patent, copyright, trademark, or other intellectual property right in any territory where LICENSOR has authorized the distribution of the Licensed Software, provided that LICENSOR is promptly notified in writing of such claim. LICENSOR shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall LICENSEE settle any such claim, lawsuit, or proceeding without LICENSOR's prior written approval, and LICENSOR shall have no liability for any settlement or compromise made without its consent. LICENSOR shall have no liability for any claim under this section if said infringement claim is based on the use of a superseded version (where a more current version was available and provided to LICENSEE and the claim would otherwise have been avoided) or altered version of the Licensed Software or Documentation or in the event such claim is based upon any modification or enhancement to the Licensed Software or Documentation made by LICENSEE or

Authorized Users. LICENSEE will have the option to be represented by separate legal counsel, at LICENSEE's expense. For the avoidance of doubt, the indemnity afforded by LICENSOR to LICENSEE under this Section 12 shall not be subject to the limit of liability imposed under Section 9 hereof. In the event a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if LICENSEE's use of the Licensed Software is enjoined by a court, then LICENSOR shall, in its sole election and at its expense either (i) procure for LICENSEE the right to continue to use the Licensed Software and Documentation pursuant to this Agreement; (ii) replace or modify the Licensed Software and Documentation to make it non-infringing, provided that such replacement or modification does not materially decrease the functionality of the Licensed Software or Documentation; or (iii) terminate this Agreement and refund to LICENSEE the license fees paid by LICENSEE for the Licensed Software. LICENSOR agrees to use option (iii) above only in the event that options (i) and (ii) are commercially impracticable. LICENSOR shall have no other liability or obligation to LICENSEE in the event of injunction except as expressly set forth above and elsewhere in this Agreement.

14. Miscellaneous

(a) Each party acknowledges that it has read and understands these Terms and the Exhibits and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) Any notice or other communication required or permitted in these Terms shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission (or electronic transmittal) with confirmation of successful transmission to the correct number, or three (3) days after mailing if mailed by registered or recorded post, postage prepaid, and addressed to the respective parties at the addresses at the addresses at the head of the Agreement or such

other addresses as the parties may from time to time indicate in writing.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its or any other jurisdiction's conflict of law principles or rules requiring construction against the drafter.

Any dispute, controversy or claim arising out of or related to these Terms, or the interpretation, application, breach, termination or validity thereof, including any claim of inducement by fraud or otherwise, which claim would, but for this provision, be submitted to the proper venue and jurisdiction as provided below shall, before submission to such jurisdiction, first be mediated through nonbinding mediation in accordance with The CPR Mediation Procedure then in effect of the CPR Institute for Dispute Resolution (CPR), except where that procedure conflicts with these provisions, in which case these provisions control. The mediation shall be conducted in the City of Glen Cove, New York, and shall be attended by a senior executive of each Party with the authority to resolve the dispute. The mediator shall be neutral, independent, disinterested and shall be selected from a professional mediation firm such as New York ADR or CPR. The Parties shall promptly confer in an effort to select a mediator by agreement. In the absence of such an agreement within 10 days of initiation of the mediation, the mediator shall be selected by CPR as follows: CPR shall provide the parties with a list of at least 15 names from the CPR Panels of Distinguished Neutrals. Each Party shall exercise challenges for cause, two peremptory challenges, and rank the remaining candidates within 5 working days of receiving the CPR list. The Parties may together interview the three top-ranked candidates for no more than one hour each and, after the interviews, may each exercise one peremptory challenge. The mediator shall be the remaining candidate with the highest aggregate ranking. The mediator shall confer with the Parties to design procedures to conclude the mediation within no more than 45 days after initiation. Under no circumstances may the commencement of litigation under this Section 13 (c) be delayed more than 45 days by the mediation process specified herein absent contrary agreement of the parties. Each Party agrees not to use the period or pendency of the mediation to disadvantage the other party procedurally or otherwise. No statements made

by either side during the mediation may be used by the other or referred to during any subsequent proceedings.

Each Party has the right to pursue provisional relief from any court, such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the mediation, even though mediation has not been commenced or completed. The Parties stipulate and agree that any dispute, controversy or claim arising from or related in any way to these Terms or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of these Terms by fraud or otherwise, which cannot be resolved by mediation as set forth in this Section 13 (c) shall be only brought in the competent state or federal court for Nassau County, New York, U.S.A. The Parties consent to the propriety of venue in this court for the purpose of this Section 13 (c), and the Parties waive any objections that they would otherwise have in this regard. However, in the event of any infringement of either Party's intellectual property rights, the aggrieved party may seek injunctive relief at any court or venue which has jurisdiction for such matter. The prevailing Party shall be entitled to recover from the other party its actual costs and expenses (including allowable attorneys' fees and expenses) incurred in connection with any litigation between the parties relating to or arising under this Agreement.

(d) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

(e) LICENSOR may at all times assign or sub-license its rights, duties, or obligations under this Agreement to any of its Affiliates. LICENSEE may not assign or sub-license, without the prior written consent of LICENSOR, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part. Any authorized transferee or assignee of the Licensed Software or the Agreement shall be bound by and subject to all of the provisions set forth in these Terms.

(f) The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(g) Both parties agree to comply with all applicable laws, rules, regulations and orders of the United States, and any other state or country with jurisdiction over such party's activities in performance of their obligations under this Agreement including without limitation all applicable import or export and re-export regulations and all licensing or permitting requirements imposed by the United States, and any other state or country.

(h) Nothing in this Agreement shall be construed to create an agency, joint venture, partnership, or other relationship between the parties. No agent, employee, or representative of either party has the authority to bind the other party in any manner. The parties are independent contractors with respect to each other under the Agreement.

(i) Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

(j) On LICENSOR's request, no more frequently than annually, LICENSEE shall furnish LICENSOR with a signed certification (i) verifying that the Licensed Software is being used pursuant to these Terms and its **Exhibit A**, including any user limitations and (ii) listing the locations where the Licensed Software is being used. LICENSEE agrees to grant LICENSOR reasonable access to LICENSEE's site, upon prior notice during normal business hours, to audit the use of the Licensed Software. Any such audit shall be at LICENSOR's expense.

(k) Any amounts payable by LICENSEE which are not paid within sixty (60) days after they are due shall bear interest at a rate of 1% per month from the due date until such amount is paid.

(l) Neither party shall use the name or trademarks of the other in advertising without securing the prior written consent and approval of the other.

(m) Public Announcements. LICENSOR may use LICENSEE's name and logo in product brochures and financial reports indicating that LICENSEE is a customer of LICENSOR. Immediately upon contract execution, LICENSEE agrees to issue joint press release with LICENSOR stating LICENSEE has

selected LICENSOR software upon contract execution. LICENSEE agrees to issue a joint press release with LICENSOR stating LICENSEE has moved to production with LICENSOR software upon go live. All press releases text must be pre-reviewed

and approved by LICENSEE prior to release distribution.

(n) The terms of Sections 1, 4, 6, 7, 8, 9, 10, 12 and 13 shall survive any termination of the Agreement.

Exhibit A

Locations of Use

LICENSEE is permitted to use the services on an unlimited basis, subject to the purposes and limitations set forth herein, within its government organization, including any departments, sub-departments, agencies, and subdivisions.

EXHIBIT B

1) Support Terms and Fees

- a. For the duration of the Term (commencing as described in the Agreement) or any Renewal Term, Licensee shall pay to LICENSOR the Annual Maintenance and Support Fee as specified in this Agreement.
- b. If no adjustments to maintenance occur via Exhibit A, then support for additional support terms shall be at LICENSOR's then current support rates, and such support rate shall not increase year on year more than the lesser of (i) the increase in the Producer Price Index for Finished Goods for the applicable period as such index has been officially established by the Department of Labor, US Government or (ii) five percent (5%).
- c. In the event Licensee purchases additional licenses, support fees for such licenses shall be pro-rated so as to be co-terminus with Licensee's existing support period. Licensee will be invoiced annually in the month prior to the beginning of the applicable year. In no event shall LICENSOR be responsible for providing support services for a period during which support coverage lapsed.
- d. If Licensee elects to resume support after a lapse of coverage, Licensee shall pay LICENSOR for the period of time in which support coverage lapsed. Licensee's payment for the lapsed period shall be the then current support fee for the number of months that coverage lapsed. To resume support after a lapse of coverage, Licensee must purchase a minimum of one full year's support beyond the lapsed period. If Licensee resumes coverage after a lapse of coverage, the support renewal date shall be changed to the date on which Licensee paid all support fees for the lapsed period and a minimum of one additional year of support.

2) Support Services

- a. Upon payment of the support fees listed in this Agreement, LICENSOR will provide support services for the Licensed Software as detailed below.
- b. During the term of the support program, LICENSOR will provide only technical Level 3 support as described in section 7 of this Exhibit for the Licensed Software. LICENSOR shall make available staff to assist Licensee in solving technical problems with the Licensed Software. LICENSOR shall provide telephone support during its normal business hours (defined as 9:00 AM to 5:00 PM, local time of Licensee, Monday through Friday, excluding public holidays). LICENSOR will maintain a sufficient number of telephone support lines and a sufficient number of support contacts to ensure timely responses to calls and e-mails from Licensee and to otherwise satisfy LICENSOR's obligations hereunder. Under this support program, LICENSOR agrees to provide a response, but not necessarily a solution, to Licensee within four (4) normal business hours, as defined in this Agreement, upon notification by Licensee to LICENSOR (via the telephone, email or the internet) of problems or defects with the Licensed Software.

- c. Updates and Upgrades to the Licensed Software and Documentation: During the Term of the Agreement, LICENSOR shall provide Licensee with all Updates and Upgrades to the Licensed Software and Documentation in accordance with Section 4 of this Software License Agreement. LICENSEE agrees to pay the amount set forth in this Agreement for professional services fees associated with implementing any Update or Upgrade.
- d. LICENSOR reserves the right to charge Licensee for any documented third party costs associated with any Upgrade, provided that LICENSOR gives notice of such cost to Licensee prior to the implementation of the Upgrade. Such third party costs shall specifically be limited to third party technology sublicensing fees paid by LICENSOR.

3) Licensee's Responsibilities

- a. Remote Diagnostics: Licensee shall provide LICENSOR with the necessary remote access to the Licensee's designated server so that LICENSOR may provide remote dial-in support services.
- b. Licensee's Designated Contact: Licensee shall appoint one individual within Licensee's organization to serve as the primary contact between Licensee and LICENSOR and to receive support through the telephone support center.
- c. Licensee's dedicated Resource to LICENSOR Licensed Software: Licensee shall appoint at least one individual within its organization who is familiar with all modifications, customizations or extensions to the Licensed Software, and has access to any and all source code related to same. Such individual shall act as the primary contact for any support calls to LICENSOR involving such modifications, customizations or extensions to Licensed Software.

4) Limitations

- a. Support of Customizations, Modifications or Extensions to Licensed Software: LICENSOR will use commercially reasonable efforts to assist Licensee in its attempts to remedy any problems with the Licensed Software resulting from any customizations, modifications, or extensions to the Licensed Software, regardless of by whom such customizations, modifications, or extensions were performed.
- b. LICENSOR acknowledges that Licensee's intended use of the Licensed Software is paramount to the conducting of Licensee's operations. LICENSOR will use its best efforts in providing additional support and consulting services, which go beyond the scope of existing agreements in order to avoid any disruption of Licensee's operations. Additional support and consulting services requested by Licensee and provided by LICENSOR to Licensee that are not covered by the Support agreement will be charged at the then current rates if they are:

- i. not related to a functional problem of the Licensed Software or if the software function does not represent a discrepancy from the published specifications;
 - ii. related to wrong data input if such data input is provided by Licensee or any third party;
 - iii. related to installation or operation problems of the Licensed Software on platforms that are not certified by LICENSOR;
 - iv. pertaining to the availability of the Licensed Software if it is impeded by the availability of the Network, Operating System, Hardware or any third-party software like Database system and if the impeding system is hosted or controlled by Licensee;
 - v. related to Licensed Software that has been altered or modified by Licensee or any third party unless such alteration or modification is done in conjunction with, full knowledge and consent of LICENSOR;
 - vi. for assisting Licensee in additional configurations like setting up User Accounts, changing or adding custom reports, templates, menu and screen layouts.
- c. An approval of all incurred charges related to abovementioned services shall be considered automatically granted if the licensee explicitly requested these services and the charges are not higher than US\$ 5,000 per month. For any charges exceeding this amount LICENSOR will require an express prior written approval from a Foxconn representative before providing any additional services. These charges shall be invoiced at the end of the respective month.

5) Support Call Classifications, Response Times and Escalation

In the event the Licensed Software fails to comply with the provisions set forth in this Agreement, LICENSOR shall respond based on the severity of any defect or error in the Licensed Software according to the following time schedule:

- a. Critical priority support incidents: A critical priority support incident shall be defined as one where an error or defect in the Licensed Software negatively impacts Licensee's core operational process in a serious and material fashion (i.e. a "Server down" situation) and no workaround is available. In the event of a critical priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation within twenty-four (24) hours.
 - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.

- iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- b. Serious priority support incidents: A serious priority support incident shall be defined as one where an error or defect in the Licensed Software affects multiple users or directly impacts commitments to Licensees or business partners. In the event of a serious priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation twenty-four (24) hours.
 - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.
 - iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- c. Medium priority support incidents: A medium priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on a non-regular basis, affects only a portion of the Licensed Software, yet still allows Licensee to fulfil its core operational processes. In the event of a medium priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within one (1) business day
 - ii. Use all commercially reasonable efforts to resolve the situation within five (5) business days.
- d. Low priority support incidents: A low priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on an irregular basis, still allows Licensee to fulfill its core operational processes and is a low priority for Licensee. In the event of a low priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within one (1) business day
 - ii. Resolve the problem or defect in the next scheduled service pack or Update to the Licensed Software.

6) Escalation

If an issue is not closed to Customer's satisfaction or if the time for response exceeds agreed upon maximums, Customer may either re-open and/or escalate the issue to LICENSOR's Service Center Management.

7) Support Level Description

Support Level	Details
Level 1	<ul style="list-style-type: none"> - First point of contact (FPOC by e-mail, phone or web for super-user) - Incident Management - Consider the service level agreement - Organize support mailbox and archival - Handle calls (creation, qualification, coordination, assignment and tracking of issues) - Transfer calls to level 2 or higher - Non-Complex Incident Resolution (e.g. basic troubleshooting, meaningful Isolation, rescheduling) - Coordination and Communication (trigger needed action between internal and external teams)
Level 2	<ul style="list-style-type: none"> - DBA execution - Run SQL statements and procedures, start-up, troubleshoot, performance - Knowledge Management - Provide and update technical content/documentation of application - Release to Production execution - Operations Management - Manage the day to day processing with involved teams, provide input for change, continuity and customer management, maintain application infrastructure - Problem and Incident Management - Identify problems, analyse root cause, trigger corrective actions, resolve issues, update documentation - General knowledge of application functionality and backend processes is required
Level 3	<ul style="list-style-type: none"> - Infrastructure and Knowledge Management - Ensure all internal support personnel is trained - Deep Technical Support (DBA, Product, Framework) - Problem and Risk Management - Identify problems, analyse root cause, trigger/validate corrective actions, resolution - Track requests to make changes to the Application environment or any aspect of IT application services - Manage new releases and changes, ensure delivery, communication and internal training - Evaluate requests for appropriateness, scope, impact, and ownership - Ensure service level and performance, establish necessary procedures with contacts and paths

EXHIBIT C
HOSTING SERVICES

Fees for hosting services are included in the annual service contract and no additional fees for hosting are due hereunder.

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as January 1, 2018 (the "**Effective Date**"), is entered into by and between the City of Glen Cove, a municipal corporation with an address of 9 Glen Street, Glen Cove, NY 11542, ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

WHEREAS, the Landlord is the owner of the property located at Brewster Street Municipal Parking Garage, being identified as Section 31 Block E Lots 515,524, 526,551(Brewster Street Garage) in the City of Glen Cove, New York and improvements thereon. The improvements and such real property are hereinafter collectively referred to as the "Property"; and

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Lease Agreement dated July 31, 1995, as amended by Lease Amendment dated December 20, 2002, (hereinafter, collectively, the "Lease"), whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located at School Street and Brewster Street, Glen Cove, NY 11542; and

WHEREAS, the term of the Lease expired on December 31, 2017, and Landlord acknowledges that Tenant has been occupying the Leased Premises on a month-to-month basis and Landlord has accepted Rent during such month-to-month basis from Tenant and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, the Tenant desires to enter into a lease agreement with the Landlord so that Tenant may retain its antenna installation on the Property.

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the premises, obligations, terms and conditions hereinafter set forth and recited, the parties do hereby agree as follows.

1. LEASE OF PREMISES. Landlord hereby leases to Tenant:

(i) Approximately 830 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas up to a maximum of twelve (12) antennas at any time during the term of this Agreement. Tenant shall have no further rights to any additional ground space, roof space, or to add any additional weight or wind resistance loading to the installation without the express written consent of Landlord pursuant to **Exhibit 2**, which consent shall not be unreasonably withheld, conditioned, delayed, or denied. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) No cars, trucks, vans, building materials, equipment or other personal property shall be parked, stored or left outdoors except when Tenant's workers are actually performing maintenance or repairs. No such items or materials shall be parked, left or stored outdoors overnight.

(c) In the event Tenant's use in any physical way materially and significantly interferes with the Landlord's use of the Property, including, without limitation, operations of the Glen Cove or the operating efficiency of Landlord's public safety communications equipment, upon and after notice from the Landlord advising Tenant of such interference, Tenant must forthwith correct and eliminate such interference and, if necessary, immediately suspend operations except for intermittent testing, while it attempts to correct and eliminate such interference. Landlord reserves the right to cancel this Agreement if Landlord determines that the Tenant facilities materially and significantly interfere with the Landlord's use of the Property, and Tenant fails to suspend operations, except for testing, or fails to cure such interference within one hundred eighty (180) days after receipt of such notice or if cure is not reasonable within such 180 days, Tenant fails to commence to cure such interference and diligently prosecute to eliminate within one hundred eighty (180) days after such notice.

(d) Tenant shall, at its own cost and expense, maintain the Premises and the equipment in good condition. Tenant shall, at its own cost and expense, repair all damage caused by the Tenant necessary to keep the Property in good condition. Landlord shall maintain the Property, other than the Tenant's equipment, in good condition. Tenant, upon notice from Landlord, shall promptly repair, at its own cost and expense, any of its equipment. Tenant shall provide local maintenance contact information.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies

Landlord in writing of Tenant's intention not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) If Tenant remains in possession beyond the expiration of the term of this Agreement, including any renewal term, the Tenant shall be considered a holdover tenant and the tenancy shall be construed as a month to month tenancy. The monthly rent payable by Tenant for the holdover period shall be equal to the last annual rental divided by twelve months and the result being multiplied by 150%. All other terms and conditions of this Agreement shall remain in full force and effect.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

(e) All Rent due for the Initial Term of the Agreement and the three five (5) year Extension Terms, if renewed, are guaranteed by Tenant to Landlord in that Tenant may not terminate this Agreement during the Initial Term or any Extension Term, if this Agreement is renewed for such Extension Term. Rent shall not be guaranteed for any Extension Term if Tenant exercises its right of non-renewal as set forth in Section 3(b) of this Agreement. Tenant shall be released from its obligations under this Agreement during the Initial Term and any Extension Term if Tenant is unable to operate its installation at the Property due to force majeure, casualty or condemnation, or as a result of a termination due to Landlord's default which remains uncured beyond all applicable cure and grace periods, or if Tenant is unable to obtain or maintain any required governmental licenses or approvals related to the Communication Facility due to no fault of Tenant.

4. RENT.

(a) The annual rental fee for the first year of this Agreement shall be Fifty-Nine Thousand Five Hundred Dollars (\$59,500.00) (the "**Rent**") commencing as of the Effective Date. Tenant will pay Rent to Landlord annually on or before each subsequent anniversary of the Effective Date, at the address set forth above. Each payment shall contain a reference as follows Cell Site, Brewster St, Municipal Garage. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the date of the latter signature dates below. Tenant will offset any rents paid after the Effective Date as holdover tenant payments against the rents due under this Agreement.

(b) Commencing on the first anniversary of the Effective Date and each annual anniversary thereafter, the annual rental for each succeeding year of this Agreement shall be equal to one hundred and three percent (103%) of the annual rental payable with respect to the immediately preceding year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Tenant will pay Landlord a fee of \$50.00 for any check returned for any reason by Landlord's bank. If the Tenant fails to pay all rent due and owing by the tenth (10th) day following each successive anniversary of the Effective Date during the term of this Agreement, then after five (5) days' written notice from Landlord to Tenant without cure, Landlord may impose a late fee equal to five percent (5%) of any amounts more than fifteen (15) days overdue in order to reimburse Landlord for the extra administrative time involved in collecting such amounts, and any payment more than fifteen (15) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the

Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) By either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant.

(c) Tenant acknowledges that the primary use of the Property by Landlord is as a municipal parking facility. However, in the future, if Landlord receives regulatory approval for the installation of facilities which would, in good faith, reasonably require the complete removal of the Tenant's equipment from the Property, then Landlord may terminate this Agreement upon at least twelve (12) months written notice and shall reimburse Tenant for any prepaid rent paid hereunder; provided that Landlord is terminating all other wireless telecommunications leases at the Property and prior to any termination, (i) Landlord and Tenant shall use all commercially reasonable efforts to find an alternate space on the Property for Tenant's ground equipment, which space is mutually acceptable to both parties and Tenant shall be permitted to relocate to alternate space at the Property and (ii) Landlord shall provide Tenant with a copy of all applications and plans for the installation of Landlord's facilities at the Property immediately upon submission, and Landlord will make all reasonable efforts to provide Tenant with earlier notice once a final decision regarding termination has been made with the understanding that Landlord shall work with Tenant to try to accommodate Tenant to minimize interference with Tenant's operations at the Property.

7. **TEMPORARY TOWER.**

In the event that Landlord determines that the Property needs painting (and work associated with painting) or other maintenance of the Property must be done and, in order to perform such work, Tenant's antennas and related cabling must be removed, Landlord shall have the right, exercisable once during a ten (10) year period after providing at least 180 days prior written notice, to require Tenant to temporarily relocate its antennas and cabling to a Cell On Wheels ("COW") at a location on the Property reasonably acceptable to Tenant and whose costs will be borne by Tenant. Landlord shall cooperate and take all reasonably necessary actions to assist in Tenant being able to place the COW at the Property. All costs that the Tenant incurs for the temporary relocation and reinstallation of its cell provider equipment will be paid by the Tenant.

Tenant shall provide detailed drawings showing where the temporary antenna structure will be located, and how the cables, wires and antenna will be reattached to the Property within 90 days of receiving notice from Landlord. Tenant shall be responsible for temporarily removing its equipment from the Premises within 120 days of receiving notice from Landlord or on agreed upon schedule if necessary. Tenant shall provide all reattachment features that are to be welded to the Property, if any, within 10 days of completing temporary relocation.

8. PREMISES INSPECTIONS.

a. All of Tenant's equipment on the Property, including, but not limited to, antennas, cables, platform, mounting brackets, bolts and fasteners, may be inspected in conjunction with improvements related to Exhibit 2 (Telecommunications Facility Upgrade Protocol). Inspections shall be completed by a reputable and experienced contractor designated by Tenant; which contractor shall be subject to approval by the Landlord; such approval shall not be unreasonably withheld or delayed. Prior to the inspection, the contractor shall provide an insurance certificate pursuant to Section 15 and coordinate the timing of the inspection with the Landlord. Tenant shall pay for the costs for its contractor to perform the inspection on Tenant's facility only.

b. In order for inspections and/or repairs to be performed which will include the need for any climbing on any structure on the Property, the following information is required:

- i. Letter on Tenant's letterhead describing the scope of work to be done;
- ii. Letter on Tenant's letterhead indicating that the contractor/subcontractor (If applicable) is authorized to do the repairs on behalf of the applicant;
- iii. Photo ID for each of contractor's/subcontractor's employees who will be on the property; and
- iv. Insurance certificate for all insurances indicating the location to be accessed and including the Landlord as certificate holder and additional insured. Limits of liability and other documentation as described in Section 15.

9. ACCESS: REIMBURSEMENT FOR LANDLORD'S EMPLOYEES. Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. - 4:30 p.m., Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. If Tenant needs access after ordinary business hours, Tenant will endeavor to give Landlord prior notice, if feasible. Prior to access to the Property, Tenant shall provide a minimum of 24 hours' prior e-mail and telephone notice to the Landlord's Designated Site Representative so that a representative or consultant of the Landlord can accompany Tenant. As of the Effective Date, the "Designated Site Representative" is Director of Public Works: 9 Glen Street, Glen Cove, NY 11542, P. 516.676.4402

Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon written notice to the Tenant. All personnel must carry and provide proper identification at all times. If Tenant's presence at the Property exceeds three and one-half (3 ½) days per calendar month, Tenant shall reimburse the Landlord to cover the actual commercially reasonable costs associated with having an employee or designated representative on site beyond the three and one-half (3 ½) days. A half day shall be calculated as any time beyond one (1) hour. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. No work shall be permitted on weekends or holidays unless specifically permitted by Landlord. Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 am. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the LESSOR's employee or designated representative, at an hourly rate of One Hundred and No/100 Dollars (\$100.00) per hour provided Tenant has exceeded the aforementioned three and one-half (3 ½) days of the calendar month. Notwithstanding anything stated to the contrary, access to Tenant's Equipment Space outside ordinary business hours to perform routine and quiet maintenance is conditioned upon sending telephone and email notification to the Designated Site Representative.

10 MAINTENANCE. Tenant will maintain its installation at the Premises at all times. Tenant's maintenance shall include, but is not limited to, maintaining Tenant's antennas, platform, brackets, bolts, fasteners, cables, equipment shelter, fencing, conduits and grounding hardware in accordance with applicable laws, regulations and industry codes. In the event that Tenant fails to respond to Landlord's complaint within ten (10) business days with respect to maintenance, the Landlord shall have the right to take the necessary steps to correct the situation and the Landlord shall be reimbursed by Tenant for all reasonable expenses within thirty (30) days after Tenant's receipt of a sufficiently detailed invoice and supporting documentation.

11. **UPGRADE PROTOCOL.** Tenant will comply with Landlord's Telecommunications Facility Upgrade Protocol, attached hereto as Exhibit "2".

12. **[INTENTIONALLY OMITTED]**

13. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

14. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

15. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

16 WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

17 ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 17** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances (except as permitted by applicable laws), including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards

of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 17(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 17 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 17 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

18. REMOVAL AT END OF TERM. Tenant shall, within ninety (90) days after the expiration or earlier termination of Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to the condition the Premises were in as of the Effective Date, reasonable wear and tear and casualty damage excepted. At the Landlord's request, and at no cost to the Landlord, Tenant will transfer title to any modular building installed on the Premises, if existing. Tenant shall be obligated to pay all rentals due under this Agreement, up to and including the date of final removal of all equipment from the site and confirmation of said removals by Landlord. To assure the integrity and protection of the Property during the removal process, Landlord shall follow the then existing reasonable removal protocol established by the Landlord. Should the Tenant fail to comply with the requirements of this Section, the Landlord may, after at least ten (10) days prior notice to Tenant, remove the equipment at Tenant's expense. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term of this Agreement, whether or not said items are considered fixtures and attachments to real property under applicable law. Upon completion of the removal Tenant shall provide photo documentation of all work to Landlord.

19. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 14 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

20. ASSIGNMENT. This Agreement may be sold, assigned or otherwise transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located or to any entity which is the successor to Tenant by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Upon Tenant sending written notice to Landlord at Landlord's mailing address stated above of an assignment, Tenant shall be relieved from any further liability or obligation accruing hereunder.

21. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # 5762
Cell Site Name Glen Cove (NY); Fixed Asset No.: 10075207
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Counsel
Re: Cell Site # 5762
Cell Site Name Glen Cove (NY); Fixed Asset No.: 10075207
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: CITY OF GLEN COVE
9 Glen Street
Glen Cove, NY 11542
Attn: City Attorney- Charles McQuair

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

22. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

23. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

24. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

25. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments

attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 25. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 25(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 19(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 21 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

Attn: AT&T Mobility
1 AT&T Way,
Bedminster, NJ07921

(g) Notwithstanding anything to the contrary contained in this Section 25, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

26 SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

27. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

28. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 28**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business

days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Glen Cove

By: _____

Print Name: Tim Tenke- Mayor

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Gregg Bailey

Title: Area Manager – RAN Construction

Date: 11/5/2019

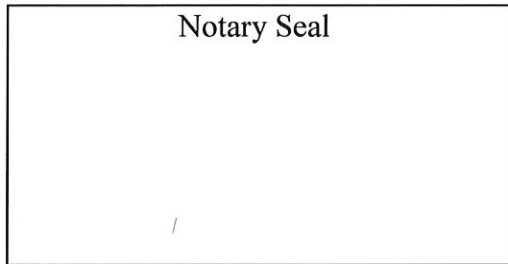
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF New Jersey)
) SS.
COUNTY OF Somerset)

I certify that I know or have satisfactory evidence that Gregg Bailey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/5/19



Janette Walby
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____
JANETTE ELISE WALBY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2311588
MY COMMISSION EXPIRES FEB. 20, 2024

LANDLORD ACKNOWLEDGEMENT

State of _____
County of _____

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF PROPERTY

Page 1 of 11

to the Structure Lease Agreement dated _____, 2019, by and between City of Glen Cove, a Municipal Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, as Tenant.

The Property is legally described as follows:

Section 23, Block E Lots 515, 518, 524, 526, & 551

The Premises are described and/or depicted as on the 11/13/2018 Tectonic Construction Drawings attached as part of Exhibit 1.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

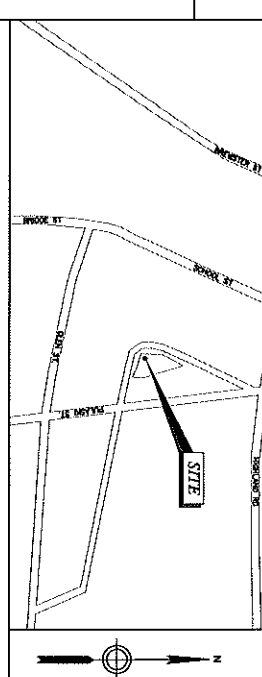


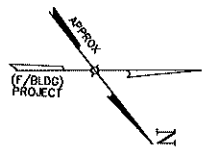
DRAWING INDEX	REV.	DIRECTIONS	PROJECT DESCRIPTION
T01 A01 A02 A03 A04 A05 A06 A07 A08 A09	C C C C C C C C C	1. FOLLOW -4B7 S AND N-17 S TO N-4 E IN PARALLELS. TAKE THE EXIT TOWARD FORT LEE /NEW YORK FROM N-17 S 46.7 M / 47 MIN. 2. GET ON -195 EXPRESS N IN FORT LEE 6.9 M / 9 MIN. 3. TAKE -195 N, N-285 S, CROSS ISLAND AVE AND -1499 E /LONG ISLAND EXPY TO OLD WESTBURY RD IN EAST HILLS. TAKE EXIT 39 FROM -1495 E /LONG ISLAND EXPY 2.1 M / 32 MIN. 4. MERGE ONTO -193 EXPRESS N2.0 M, 5. CONTINUE ONTO -195 N PARTIAL ROAD ENTERING NEW YORK 7.4 MI, 6. KEEP RIGHT TO COME ON CROSS BROOK EXPY. FOLLOW SIGNS FOR INTERSTATE 295 S /ROCKS NECK BR 0.4 MI, 7. TAKE LEFT TURN OFF I-295 S /ROCKS NECK BR 0.4 MI, 8. FOLLOW I-295 S /ROCKS NECK BR 0.4 MI, 9. TAKE RIGHT TURN OFF I-295 S /ROCKS NECK BR 0.4 MI, 10. TAKE EXIT 39 TOWARD GLEN COVE RD /JEDUSIANG /GLEN COVE TOWARD EASTERN LONG ISLAND 7.1 MI, 11. TAKE EXIT 39 TOWARD GLEN COVE RD /JEDUSIANG /GLEN COVE C2. MI FOLLOW GLEN COVE RD AND NY-107 N TO GLEN ST IN GLEN COVE 6.5 M / 10 MIN, 12. MERGE ONTO OLD WESTBURY RD 469 FT., 13. THEN LEFT ONTO GLEN COVE RD 4.2 MI, 14. CONTINUE ONTO NY-107	MODIFICATION TO EXISTING TELECOMMUNICATION SITE, REPLACEMENT OF (3) ANTENNAS, REPLACEMENT OF (3) EXIST RRH UNITS, INSTALLATION OF (3) RRH UNITS ON EXISTING BUILDING, INSTALLATION OF NEW POWER PLANT ON EXISTING EQUIPMENT FLDX, NO CHANGE IN USE OR OCCUPANCY.
TITLE SHEET PARTIAL SITE PLAN ELEVATION EQUIPMENT LAYOUT PLANS ANTENNA LAYOUT PLANS EQUIPMENT SPECIFICATIONS & DETAILS- SHEET 1 EQUIPMENT SPECIFICATIONS & DETAILS- SHEET 2 PLUMBING DIAGRAM NOTES GROUNDING			<div>SITE ADDRESS: SCHOOL STREET CORNER BREWSTER GLEN COVE NY 11542 THE CITY OF GLEN COVE</div> <div>PROPERTY OWNER:</div> <div>APPLICANT:</div> <div>A/E/T MOBILITY</div>

PROJECT CONTACTS		
NAME	COMPANY	NUMBER
A/E MIKE PATIL	TECHNICON	845 567 6665
RF PHIL LICHTENBERGER	AT&T	631 424 3041
PM BENJAMIN MACHINISER	ERICSSON	973 613 7123
CON RICH HALL	SHORE 2 SHORE	201 488 3118
SITE MCD VICTORIA BRENNAN		516 557 2586

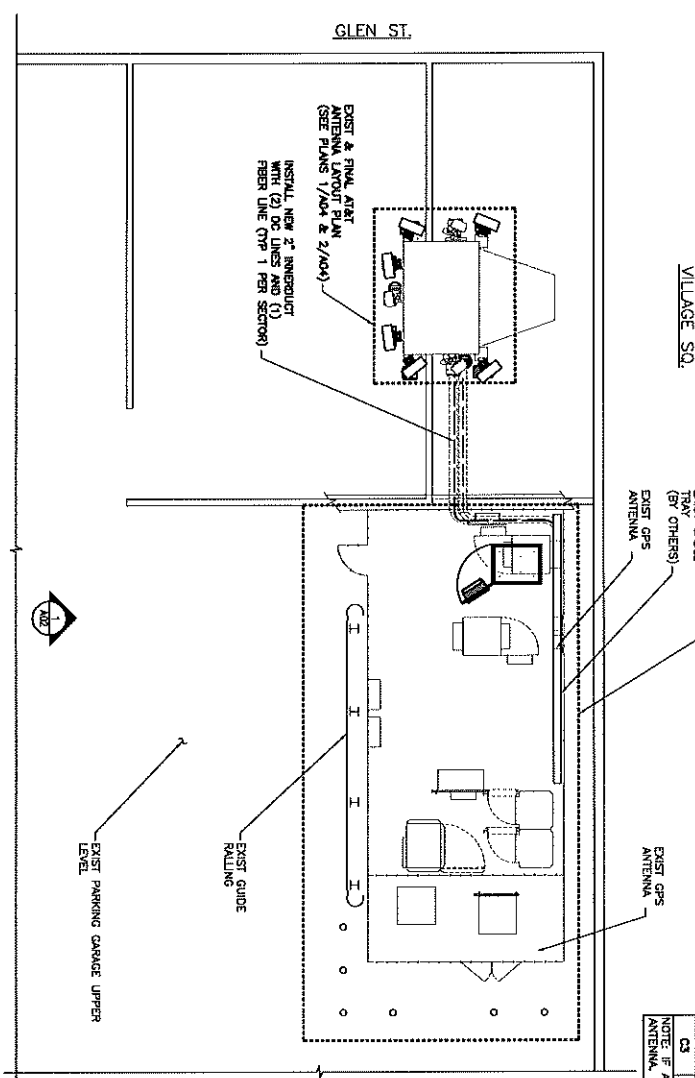
PLOT PLAN	
NTS	

LATITUDE:	ONE AFTER WAY BIRMINGHAM, AL 35201
LONGITUDE:	40° 51' 53.95" N
LAT/LONG TYPE:	75° 37' 50.40012" W
ELEVATION:	(WAD 83)
JURISDICTION:	1987 ± AMSL
PROPERTY TAX ID:	THE CITY OF GLEN COVE
ZONING DISTRICT:	SECTION 23, BLOCK E, LOTS 518, 524, 526 & 551
CURRENT USE:	B-1
	WATER TANK/TELECOMMUNICATIONS FACILITY

[illegible]



NOTE: ANTENNA LOCATIONS SHOWN ARE PRELIMINARY AND MAY NOT REFLECT FINAL RF DESIGN. REFER TO LATEST RF DATA SHEET FOR FINAL LITE ANTENNA SPECIFICATIONS, ANIMATIONS, TILTS, ETC.



ANTENNA REQUIREMENTS					
SECTOR	FINAL ANTENNA TYPE	EXIST TECHNOLOGY	FINAL TECHNOLOGY	R/O CENTER	ANTENNA STATUS
A1	COMMSCOPE NNHH-65A-R4	GSM	UMTS 850/LTE 700/MCS	44--0°±	0° REPLACE
A2	ANDREW SBHH-1065A	LTE 700/1900	LTE 700/1900/WMS	44--0°±	0° EXIST
A3	COMMSCOPE NNHH-65A-R4	UMTS 850	LTE 850	44--0°±	0° REPLACE
B1	COMMSCOPE NNHH-65A-R4	UMTS 850	LTE 850	44--0°±	120° REPLACE
B2	ANDREW SBHH-1065A	LTE 700/1900	LTE 700/1900/WMS	44--0°±	120° EXIST
B3	COMMSCOPE NNHH-65A-R4	GSM	UMTS 850/LTE 700/MCS	44--0°±	120° REPLACE
C1	COMMSCOPE NNHH-65A-R4	UMTS 850	LTE 850	44--0°±	240° REPLACE
C2	ANDREW SBHH-1065A	LTE 700/1900	LTE 700/1900/WMS	44--0°±	240° EXIST
C3	COMMSCOPE NNHH-65A-R4	GSM	UMTS 850/LTE 700/MCS	44--0°±	240° REPLACE

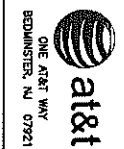
NOTE: IF AN ANTENNA IS TO BE RELOCATED, ALL ASSOCIATED EQUIPMENT SHALL BE RELOCATED ALONG WITH ITS RESPECTIVE ANTENNA.

STRUCTURAL NOTE:
REFER TO THE ANTENNA MOUNT ANALYSIS AND EQUIPMENT SLAB ANALYSIS PERFORMED BY TECTONIC ENGINEERING DATED 10/31/18 AND 10/20/18.

ANTENNA CABLE LENGTH	
SECTOR A:	40'±
SECTOR B:	50'±
SECTOR C:	50'±

1 PARTIAL SITE PLAN
A01 SCALE 1/4" = 1'-0"

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ONE AIRT WAY
BEDMINSTER, NJ 07921

Rev	Date	Revised By	Checked By	Approved By
A	08/27/18	ISSUED FOR CONSTRUCTION		
B	11/09/18	FOR CONSTRUCTION		
C	11/14/18	FOR CONSTRUCTION		

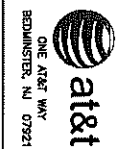
Tectonic
TECHNICAL SUPPORT & ENGINEERING
12345 Main Street, New York, NY 10001
Tel: (212) 555-1234 Fax: (212) 555-5678
Email: info@tectoniceng.com Website: www.tectoniceng.com

PARTIAL SITE PLAN	
SITE NO. NNNTN0076	GLN CORR
PA LOCATION NO.10076207	SCHEIDT STREET CORNER BEDMINSTER
GLN CORR, NY 11042	
DATE: 10/31/18	SCALE: 1/4" = 1'-0"
PROJECT NO. 9410.NNNTN0076	REVISION NO. A01

UNLAWFUL TO REPRODUCE OR ADDENDUM TO A DOCUMENT
MARKING THE SEX OF A LISTED MYSTICIAN, DOCTOR
OR LAND SURVEYOR IS A VIOLATION OF SECTION 72A
OF THE NEW YORK STATE CONSTITUTION AND
SECTION 160.50 OF THE NEW YORK STATE EDUCATION LAW.
THE SURVEYOR SHALL NOT BE CONSIDERED VALID UNTIL
THE DOCUMENT IS PREPARED SPECIFICALLY FOR THE
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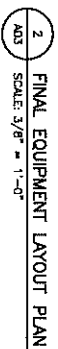
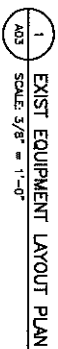
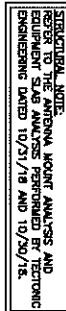
PLANS ARE NOT TO BE SCALED.

0 1 2
ORIGINAL SIZE IN INCHES



Tectonic
PRACTICAL, AFFORDABLE, EXPERIMENTAL SERVICES
Tectonic Engineering & Surveying Consultants P.C.
1278 Route 300 Phone: (603) 547-6835
Newburgh, NY 12550 FAX: (603) 529-6835
www.tectoniceengineering.com

ELEVATION			
GLIN COVE SITE NO. N7NYNY007B PA LOCATION NO. 10076507 SCHOOL STREET CORNER, BROWSTER GLIN COVE, NY 11062			
Date 7/26/78	Units Covers	Drilling Tool	Notes
8410.N7NYNY007B		A02	C



1. 48ADDP: DERRSON MEASURE 512 WITH (7) 48ADDP RECTIFIERS, (9) 48-24 CONVERTERS, AND (3) 48D0V 1500A BATTERY STRINGS
2. RENOUE 24V-1000 CONVERTER UNIT AND TRANSFER ALL LOADS TO THE NEW 48ADDP DERRSON MEASURE 512 POWER PLANT.
3. INSTAL RECHGER EXPENSION KIT FEEDS AND BREAKERS TO EXISTING BREAKER PANEL, ITS ACCEPTABLE TO REPAIR/REUSE UNUSED 2400V RECHGER CIRCUIT POSITIONS.
4. (6) RECHGER DROPS NEEDED FOR THE 48ADDP. DERRSON FLEETING BATTERY CABINET IS NOT REQUIRED PER THE AIAI SPEC TOOL. (3) 48ADDP BATTERY STRINGS WILL PROVIDE 4+ HOURS OF RESERVE TIME.

RECIPFIER & CONVERTER COUNTS	
EXIST 24V RECIPFIERS	4
REQUIRED 24V RECIPFIERS	4
EXIST 48V RECIPFIERS	0
REQUIRED 48V RECIPFIERS	7
NOTE: RECIPFIER/CONVERTER QUANTITIES PROVIDED BY SHORE 2 SHORE	

UNANSWERED ALLEGATIONS OR ADDITIONAL TO A DOCUMENT
SUBMITTED IN CONNECTION WITH A REQUEST FOR PRODUCTION, PREPARED
BY THE REQUESTING PARTY, SHALL BE DEEMED TO BE A REQUEST FOR PRODUCTION
OF THE NEW YORK STATE ELECTION LAW.
COPIES OF THIS DOCUMENT MUST BE FURNISHED TO THE
SOLICITOR AND AN ORIGINAL, DATED AND SIGNED BY THE
STATE OF THE PROSECUTOR, ENTERED ON FILE WITH THE
CLERK OF THE SUPREME COURT, COUNTY OF ALBANY.
THIS DOCUMENT IS RETURNED SEPARATELY FOR THE
REQUESTING PARTY'S RECORD.
ALBANY, NEW YORK, DATE _____
THE CLERK OF THE SUPREME COURT, COUNTY OF ALBANY
SPRINGFIELD 2018 TELEPHONE: 518-869-2800 FAX: 518-869-2801

PLANS ARE NOT TO BE SCALED.

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ORIGINAL, SIZE IN INCHES



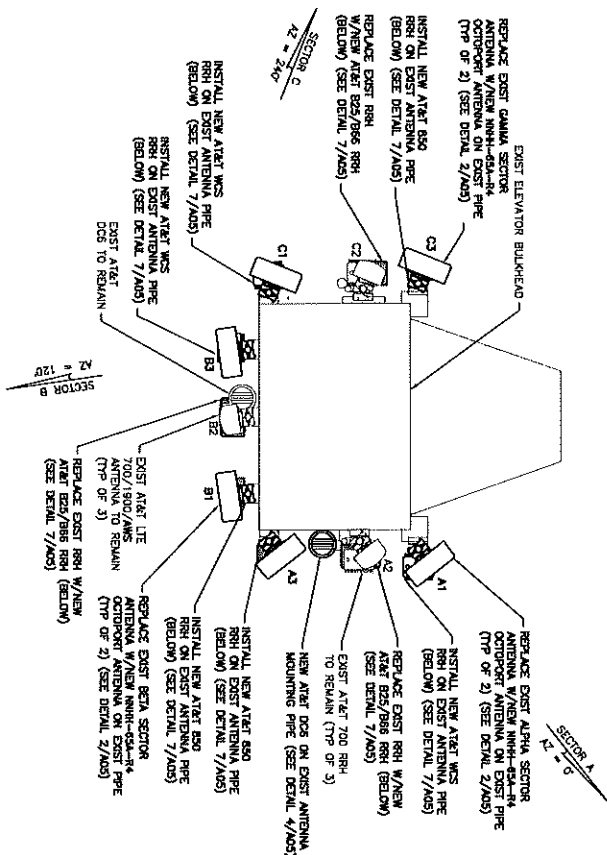
ONE ATLET WAY
BEDMINSTER, NJ 07921

Requester		Request		Response		Disposition	
No.	Date	Received	Assigned	Completed	By	Reviewed	By
A	10/27/18	ISSUED FOR COMMENT					
B	11/02/18	FOR COMMENT					
C	11/13/18	FOR COMMENT					

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Newburgh, NY 12550 (800) 621-4031
www.tectonicengineering.com

EQUIPMENT LAYOUT PLANS					
GLEN COVE SITE NO. NYNAT00767 RAVINE LOCATION SCHOOL STEELER CORNER BETHSTEE GLEN COVE, NY 11642					
Date Rev.	Issue	Drawing No.	Appr.		
08/19/18 REV 001	P410.NYNAT00767	A03	C		

REFER TO THE ANTENNA MOUNT ANALYSIS AND EQUIPMENT SLAB ANALYSIS PERFORMED BY TECTONIC ENGINEERING DATED 10/31/18 AND 10/30/18.

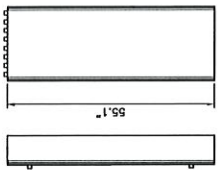
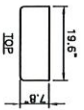


2
A04

FINAL ANTENNA PLAN

SCALE: 1/2" = 1'-0"

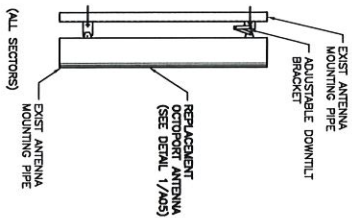
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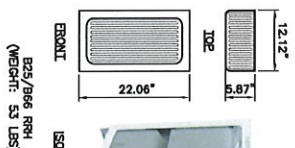
FRONT
COMSCOPE NNH-65A-R4
(WEIGHT: 53.8 LBS)

- NOTE:
1. ANTENNA TO BE LABELED "TRANSMITTER" PER
2. APPLICABLE FIRE CODE REQUIREMENTS.
3. INSTALL NEW LITE ANTENNAS TO MATCH EXISTING
4. GSM ANTENNA KEOHNS & TILTING ANGLES.

1 ANTENNA DETAIL
A05 SCALE: 3/4" = 1'-0"

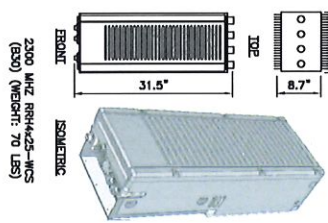


2 ANTENNA MOUNTING DETAIL
A05 SCALE: 3/4" = 1'-0"

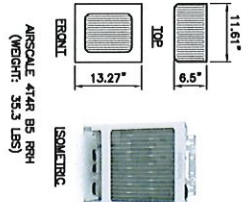


FRONT
B25/B66 RRH
(WEIGHT: 53 LBS)

3 RRH DETAILS
A05 SCALE: 1" = 1'-0"

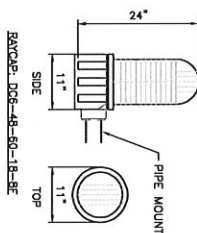


FRONT
2300 MHz RRH4425-WMS
(B30) (WEIGHT: 70 LBS)



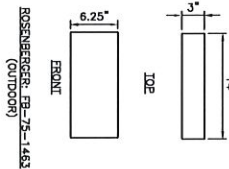
FRONT
AIRSCALE 474R B5 RRH
(WEIGHT: 35.3 LBS)

4 DC6 DETAILS
A05 SCALE: 1" = 1'-0"

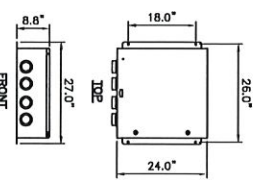


SIDE
DC6-48-50-18-BE
TOP

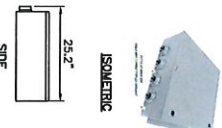
5 FMB DETAILS
A05 SCALE: 1-1/2" = 1'-0"



FRONT
ROSENBERGER-BE-75-1463
(OUTDOOR)

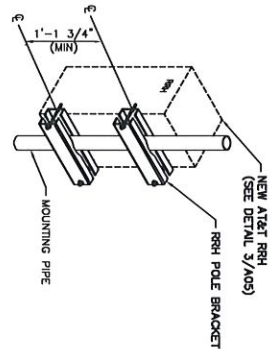


FRONT
DC12



ISOMETRIC
SIDE

6 DC12 DETAILS
A05 SCALE: 1" = 1'-0"



7 RRH MOUNTING DETAIL
A05 SCALE: 1" = 1'-0"

- NOTES:
1. MOUNTING OF RRH TO UNISTRUT CHANNEL SHALL BE PER
2. MANUFACTURER'S INSTRUCTIONS. SEPARATION OF CHANNELS SHALL
3. BE PER MANUFACTURER'S MOST CURRENT SPECIFICATION/
4. INSTRUCTIONS.

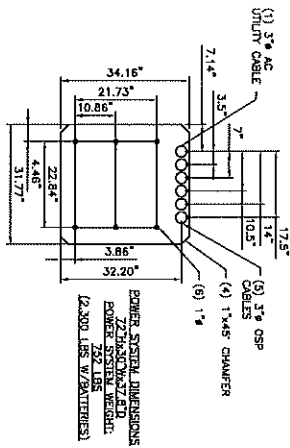
THIS DOCUMENT IS A TECHNICAL DRAWING OF AN ANTENNA. IT IS NOT A CONTRACT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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Rev	Date	Revised	By	App'd	Checked	Drawn	Scale
A	06/27/18	ISSUED FOR CONSTRUCTION					
B	11/07/18	FOR COMMENTS					
C	11/13/18	FOR COMMENTS					

Tectonic
TECHNICAL ENGINEERING & CONSULTING P.C.
1750 ROUTE 9W, SUITE 200
NEWBURGH, NY 12550
www.tectonicengineering.com

EQUIPMENT SPECIFICATIONS & DETAILS - SHEET 1
GLENN COVE
SITE NO. NY10070078
FA LOCATION NO. 10072207
SCHOOL STREET CORNER BREWSTER
GLENN COVE, NY 11542
Drawing No. A05



Mounting Plan

DATE 10/14/78	SHIP CODE 9410.NN7NYN7007B	CREWING NO. A06	TYPE C
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1 PLUMBING DIAGRAM
A07 SCALE: N.T.S.

PLUMBING DIAGRAM	
<p>GLEN COVE SITE NO. N9NTNY0078 FA LOCATION NO.10078507 SCHOOL STREET CORNER BLENHESTER GLEN COVE, NY 11542</p>	
DATE 08/10/18 BY JH INVEST	DRAWING NO. A07 SHEET C

GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, LATEST VERSION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. EXISTING BUILDING INFORMATION WAS OBTAINED BASED ON INFORMATION PROVIDED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS INFORMATION.
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION. APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
4. NO NOISE, VIBRATION, OR OTHER ADVERSE EFFECTS FROM THIS PROJECT SHALL BE PERMITTED TO ADJACENT PROPERTIES OR THE PUBLIC.
5. ALL MATERIALS SHALL BE FINISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REMAINING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
8. SUBCONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE ON COMPLETION OF THE PROJECT.
9. INSPECTION SHOWN ON THESE DRAWINGS IS BASED ON A LIMITED SITE VISIT. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION. ALL AREAS OF WORK, REPAIR ANY DAMAGE TO THE SATISFACTION OF THE BUILDING OWNER, AND MAINTAIN EXISTING ROOFING GUARANTEE BY USING OWNER'S ROOFING CONTRACTOR.

ANTENNA NOTES

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL ALSO CONFORM TO ANSI/TIA-222-C-2005 STRUCTURAL STANDING FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.
2. ALL ANTENNA MOUNTS AND ASSOCIATED APPURTENANCES SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
3. ALL CABLES SHALL BE GROUNDED WITH COPPER CABLE GROUNDING KITS, FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
4. GROUNDING AT THE ANTENNA LEVEL.
5. GROUNDING AT THE TOWER LEVEL.
6. GROUNDING AT THE BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
7. GROUNDING INSIDE THE EQUIPMENT SHELTER AT ENTRY POINT.
8. EXISTING ALUMINUM GROUNDING BAR CONNECTS A MINIMUM DISTANCE OF 4'-0" BELOW GROUNDING BAR. TERMINATIONS MAY BE EXISTING OR NEW CONSTRUCTION SHALL BE RESPONSIBLE FOR REPAIRING THE ANTENNA AND THE COAX CONNECTION IS THE CORRECT MAKE AND MODEL, PRIOR TO INSTALLATION.
9. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS. DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ANTENNA, TOWER, DIRECTORS, AND COAX CONFIGURATION, MAKE AND MODEL PRIOR TO INSTALLATION.
11. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS. DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
13. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REMAINING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
14. SUBCONTRACTOR SHALL REMOVE ALL RUBBISH AND DEBRIS FROM THE SITE ON COMPLETION OF THE PROJECT.
15. INSPECTION SHOWN ON THESE DRAWINGS IS BASED ON A LIMITED SITE VISIT. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION. ALL AREAS OF WORK, REPAIR ANY DAMAGE TO THE SATISFACTION OF THE BUILDING OWNER, AND MAINTAIN EXISTING ROOFING GUARANTEE BY USING OWNER'S ROOFING CONTRACTOR.

STRUCTURAL STEEL NOTES

1. DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS, ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN.
2. STRUCTURAL STEEL WARE PLATE SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
3. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
4. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
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17. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
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20. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
21. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
22. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.
23. STRUCTURAL STEEL SHALL CONFORM TO ASTM A572, GRADE 50, UNLESS OTHERWISE NOTED.

FIBER & POWER CABLE MOUNTING NOTES

1. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL, CABLE TRAYS, OR CABLE TRAY SYSTEM, WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (50) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
2. THE TYPE OF CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL, CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING 10 FEET. CABLES SHALL BE PERMITTED TO HAVE A TRANSITION BETWEEN CONDUITS, CHANNEL, CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES. A DISTANCE OF SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
3. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-EP CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

ANTENNA MOUNTING NOTES

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-C-2005 OR APPLICABLE LOCAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN RICH AND STEEL PRODUCTS, UNLESS NOTED OTHERWISE.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED AFTER FABRICATION IN RICH AND STEEL PRODUCTS, UNLESS NOTED OTHERWISE.
4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
6. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
7. ALL UNUSED PORTS ON ANY ANTENNA SHALL BE TERMINATED WITH A 50-ohm LOAD TO ENSURE ANTENNA'S PERFORMANCE AS DESIGNED.
8. PRIOR TO SETTING ANTENNA ASSEMBLY AND DOWNLAYS, ANTENNA CONTRACTOR ARE PLACING ANTENNA DOWNLAYS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DENIED BY THE PERS. ANTENNA DOWNLAYS SHALL BE WITHIN +/- 0.5% AS DENIED BY THE PERS. REFER TO NO-00246.
9. JUMPEES FROM THE TOWER MUST TERMINATE TO OPPOSITE POLARIZATION IN EACH SECTION.
10. CONTRACTOR SHALL RECORD THE SERIAL #, SECTION, AND POSITION OF EACH ANTENNA INSTALLED AT THE ANTENNA AND PROVIDE THE INFORMATION TO THE OWNER.
11. TOWER SHALL BE MOUNTED ON PRE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
12. LIE ANTENNAS SHALL HAVE A 6'-0" MIN CENTER TO CENTER HORIZONTAL SEPARATION FOR SIMILAR TECHNOLOGY (U.N.O.).

NO.	DATE	REVISION	APPROVED
1	06/27/14	ISSUED FOR CONSTRUCTION	
2	11/07/14	NO CHANGES	
3	11/07/14	NO CHANGES	



ONE AT&T WAY
EDMUNSTER, NJ 07821

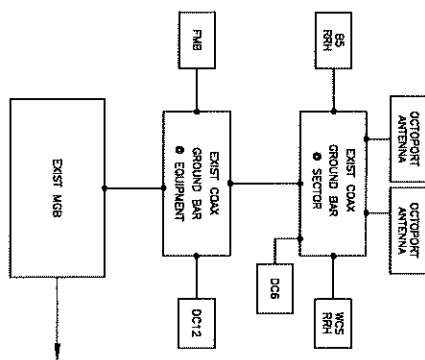
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TECTONIC ENGINEERING, INC.
1237 Route 200
Newburgh, NY 12550
www.tectonicengineering.com

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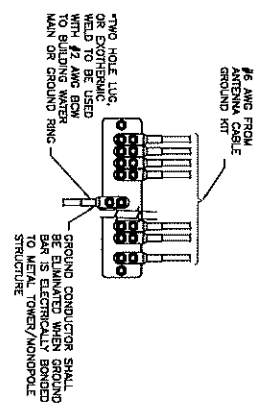
GLYN CORP
SCHOOL STREET CORNER BREWSTER
GREEN COVE, NY 11542



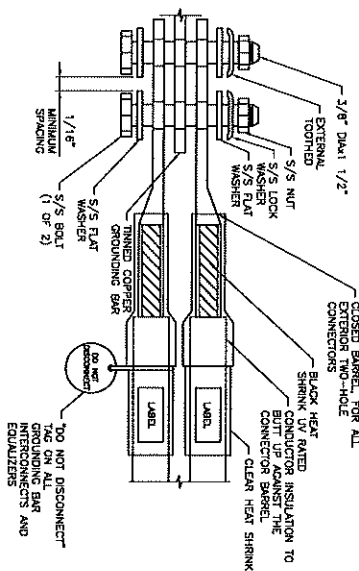
NOTE: NOT ALL EXIST APPLIANCES SHOWN FOR CLARITY.

1 GROUNDING SCHEMATIC
E01 SCALE: N.T.S.

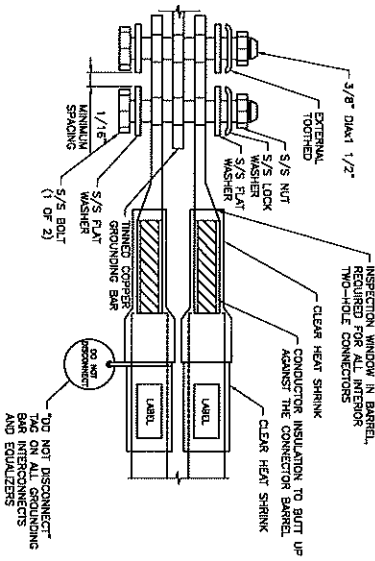
2 INSTALLATION OF GROUND WIRE TO GROUND BAR
E01 SCALE: 5" = 1'-0"



3 EXTERIOR TWO HOLE LUG DETAIL
E01 SCALE: N.T.S.



4 INTERIOR TWO HOLE LUG DETAIL
E01 SCALE: N.T.S.



GROUNDING NOTES

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER (EAS)) SHALL BE BONDED TOGETHER, AND ALL ELECTRICAL SYSTEMS SHALL BE BONDED TO THE SAME GROUNDING SYSTEM IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM GROUND TEST ON ALL GROUND REPORT WITH RESULTS TO AT&T.
3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SIZING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE CONDUIT CLAMPS.
5. METAL BACKING SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
6. EACH BITS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE EQUIPMENT GROUND RING WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRE. 6 AWG STRANDED COPPER OR LARGER FOR MODULAR BITS. 2 CONDUCTORS TO THE GROUND BUS SHALL NOT BE PERMITTED.
7. CONDUCTORS TO THE GROUND BUS SHALL NOT BE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. ALL BENDS SHALL BE MADE WITH 12" RADIUS OR LARGER.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR) SHALL BE FORMED USING HIGH PRESS CLAMPS, EXCEPT FOR GROUND BAR CONNECTION FROM MGB TO OUTSIDE. EXTERIOR GROUND SHALL ALL BE DOMED CONNECTIONS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED TO THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COMPOUNDS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR AND INTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL, BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 8' FT OF MAIN GROUND WIRES WITH #12 OR 16 AWG COPPER GROUND CONDUCTORS.
19. GROUND CONDUCTORS SHALL NOT BE BENT SHARPLY AROUND METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS FLOORS, WHEN IT IS REQUIRED TO BE INSTALLED IN CONDUIT TO MEET CODE REQUIREMENTS OR WHEN THE CONDUCTOR IS USED TO PROVIDE PROTECTION TO THE PLACING CONDUIT SHALL BE USED. AVOID USE OF METAL CONDUIT. USE OF LOCAL CODES E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODES THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.

ONE AIRTEL WAY
EDMONSTER, NJ 07921

DATE: 10/27/16
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PROJECT: [Blank]
SHEET: [Blank]
SCALE: [Blank]

Tectonic
Technical Engineering & Surveying Services
P.O. Box 1000
Edmonster, NJ 07921
Tel: (908) 282-2531
www.tectoniceengineering.com

GROUNDING

GLEN COVE
SITE NO. 100078
FA LOCATION NO. 10072207
SCHOOL STREET CORNER, EDMONSTER
GLEN COVE, NY 11542

DATE: 10/27/16
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

301

EXHIBIT 2

TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL

Exhibit 2

TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL

Revised May 25, 2017

- A. All equipment upgrade submissions must comply with all applicable ordinances and regulations of the City of Glen Cove and all applicable regulations, rules, standards, requirements and conditions of the Glen Cove City Code.
- B. Initial written submission of TENANT's proposed equipment upgrades must be delivered to City of Glen Cove, 9 Glen Street, Glen Cove New York 11542, Attention: City Attorney. The initial submission ("Initial Submission") must include:
 - (1) Copy of existing As-Built on file with TENANT, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
 - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work"); and
 - (3) Estimated construction schedule, detailing length of time for TENANT to perform construction work.
- C. Upon review of the Initial Submission, the LANDLORD may make reasonable written requests for additional related documentation and/or modifications.
- D. Upon receipt of a request under Paragraph C, TENANT shall supply the additional related documentation and/or make modifications to the Initial Submission, as reasonably requested by the LANDLORD.
- E. A "Final Submittal" shall be made by TENANT to the LANDLORD in the same manner described for the Initial Submission in Paragraph B. The Final Submittal shall include the following.
 - (1) Final plans and specifications for the proposed equipment changes, and a revised Scope of Work, if different from what was provided in the Initial Submission.
 - (2) A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if TENANT's proposed upgrades or changes include the addition of new antennas, to show compliance with any existing equipment and FCC regulations regarding RF emissions.

- (3) Final construction schedule, detailing the length of time for TENANT to perform the proposed work ("Construction Schedule").
 - (4) An amount not to exceed Three Thousand Dollars (\$3,000.00) (the "Deposit"), to cover all reasonable costs incurred by LANDLORD related to the proposed work, including, but not limited to, expenses incurred by the LANDLORD for the review of the drawings and Scope of Work by LANDLORD's staff or LANDLORD'S outside engineering firm and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve work on the ground, a roof or all of the above.
 - (5) If, after review, LANDLORD determines that the proposed upgrade will impact the structural integrity of the Tower or building, an appropriate engineering study will be undertaken. LANDLORD will provide TENANT with a written explanation of the reasons for the structural integrity study. The reasonable costs of the structural integrity study shall be paid by the TENANT. The study shall be performed by an engineer selected by the LANDLORD. TENANT shall have no further rights to any additional ground space, roof space, or to any additional weight or wind resistance loading to the installation without the express written consent of the LANDLORD. . TENANT shall include any and all structural modifications and reinforcements which have been approved by the LANDLORD in the Scope of Work and the Construction Schedule. LANDLORD shall have the right to deny authorization for any modifications to the building or Property that will, in the LANDLORD's judgment, materially interfere with operations of the Glen Cove or diminish the usable space within the building.
 - (6) If the proposed upgrades require additional ground space, rooftop space or Tower space or additional antennae or any other equipment to be added, the LANDLORD will be entitled to a reasonable increase in the rental fee due under the Lease. TENANT shall not start work until the LANDLORD and TENANT have agreed upon the amount of the rental fee increase. If the LANDLORD and TENANT are unable to reach agreement upon the amount of the rental fee increase, then TENANT shall not start work until the amount of the rental fee increase has been determined pursuant to Paragraph R.
- F. Following the Final Submittal, the LANDLORD and TENANT will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
 - G. LANDLORD's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
 - H. When the Final Submission is approved by the LANDLORD, the LANDLORD will deliver a written Notice to Proceed delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the LANDLORD who TENANT should

contact to coordinate the approved work and access to the site.

- I. TENANT shall confirm the date and time that TENANT and its agents and representatives will perform the upgrade work and the names of the TENANT agents and/or representatives who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the TENANT shall provide a minimum of 48 hours' prior notice, by contacting the LANDLORD agent/representative referenced in Paragraph H, at the phone number and email address provided. The LANDLORD agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay TENANT's ability to access the property to perform the upgrade work. Once TENANT has notified the LANDLORD as indicated above, the LANDLORD will provide access to TENANT in furtherance of the Notice to Proceed, within 48 hours.
- J. The LESSOR, its engineer and/or inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Reasonable costs of inspection shall be paid by the LESSEE within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing the costs.
- K. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or holidays recognized by the City of Glen Cove. Notwithstanding the foregoing, the LANDLORD will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided TENANT agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by LANDLORD's engineer or inspector monitoring the work, such expenses to be paid within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing the expenses.
- L. Absent unforeseen and/or extenuating circumstances, TENANT shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by TENANT.
- M. Upon substantial completion of the work, TENANT shall submit to LANDLORD written notice indicating the substantial completion of the upgrades or changes to allow the LANDLORD to schedule an engineering inspection. Within thirty (30) days of the LANDLORD's receipt of TENANT's written notice of substantial completion, the LANDLORD shall submit to TENANT a written acceptance of the work or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the TENANT's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. TENANT shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, LANDLORD shall, upon ten (10) days' notice to TENANT, have the option of completing such items at TENANT's expense, provided that LANDLORD itemizes to TENANT all reasonable expenditures incurred and TENANT

has not completed same following the ten (10) days' notice.

- N. Once all work has been approved by LANDLORD or its engineer, TENANT shall submit at its cost and expense: (1) New As-Built drawings by an engineer or architect licensed in New York, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in New York to reflect minor upgrade modifications; and (2) Color photographs of the completed work.
- O. The LESSOR shall submit a final, detailed bill to LESSEE detailing the time and work reasonably performed, within sixty (60) days after LESSEE's completion of the work. LESSOR may use the Deposit to pay such final bill. If the bill exceeds the Deposit, LESSEE shall pay the excess within thirty (30) days after receipt of the bill. If the bill is less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Upgrade Protocol is applicable only to work where TENANT seeks to upgrade or modify its existing equipment installation. It does not apply to: (1) maintenance or repair of any existing equipment; and (2) replacement of broken or non-functioning equipment with like kind or similar equipment.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the Lessor may waive some or all of the formalities of this Upgrade Protocol provided that any such waiver must be in writing.
- R. If LANDLORD and TENANT are unable to reach agreement upon the amount of a rental fee increase due under Paragraph E (6), then the amount of the rental fee increase shall be determined as follows:
 - representatives of TENANT and LANDLORD shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing.

(1)

Controls Over Statutes and Regulations. LANDLORD and TENANT agree that the method of determining the rental fee increase under this Paragraph P shall apply as between them in lieu of any applicable mechanism prescribed under the statutes or regulations of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Exhibit 2 to the Agreement as of the day and year first above written.

"LANDLORD"

City of Glen Cove

By: Timothy Tenke

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: Gregg Bailey

Its: Area Manager

Date: 11/5/19

EXHIBIT 17

ENVIRONMENTAL DISCLOSURE

EXHIBIT 28

MEMORANDUM OF LEASE