

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on ___/___/20___, between _____, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(X) _____
Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(X) _____
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(X) _____
Seller's E-Mail Address

CONFIRMATION: TBD

November 14, 2022

COMPANY / CLIENT

Client: Pamela D. Panzenbeck
Company: City of Glen Cove
Email:
ppanzenbeck@glencoveny.gov
Phone: 516-676-2004

CONTENT

Publisher: Money Group, LLC
Magazine: Money
Article: Best Places To Live 2022
Publication Date: 10.11.22

CONTACT

Robert Ray
Office: (713) 522-8006
Cell: (713) 298-7994
Email: rray@adcetera.com

PRODUCT DETAILS

Usage	Term	Price
Custom – See "Exhibit A"	Twelve (12) months	\$500.00

Dear Rose,

The attached license agreement is made on November 14, 2022 between Money Group, LLC (licensor), publisher of Money (brand), and City of Glen Cove (licensee), whereas licensee wishes to use a replica of licensor's quote and/or brand's logo for the attached mentioned purposes, subject to the terms set forth.

This agreement is not valid until fully executed. Please sign and return to us within five (5) business days. We will countersign and return a fully executed copy to you for your records.

Sincerely,
Robert Ray

This Content License Agreement (this “Agreement”) dated as of November 14, 2022 (the “Effective Date”), is by and between Adcetera Design Studio, Inc., a TEXAS corporation (“Adcetera”), and the City of Glen Cove.

WHEREAS, Licensee wishes to license the content more specifically identified on Exhibit A (the “Licensed Content”) for the limited uses set forth herein; and Adcetera is the exclusive content licensing partner for Money.com and has exclusive rights to act of their behalf in providing/licensing of any Money.com related logos or content.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Adcetera grants to Licensee a non-exclusive, non-transferable, and non-sublicensable limited license commencing on the date that Adcetera releases assets via email to Licensee and terminating at the end of the applicable license term set forth on Exhibit A (the “License”) to reproduce, display, transmit, and distribute the Licensed Content solely on the Licensee Properties. Licensee is not granted any right to, and shall not, authorize, permit, or enable any other use of the Licensed Content by Licensee or any other person.
2. Licensed Content. This Agreement covers only the Licensed Content. Licensee shall have no right to any additional content in which Adcetera has rights unless this Agreement is amended by a writing signed by both parties or a new agreement covering the additional content is executed.
3. Digital Logos. Adcetera shall provide digital assets as a script in a manner acceptable for clear use.
4. Delivery of Content. Adcetera shall deliver the Licensed Content to Licensee by electronic mail. No later than 15 days prior to any use of the Licensed Content, Licensee shall submit for approval a digital sample of its use of the Licensed Content to Adcetera, which approval shall not be unreasonably withheld or delayed. The digital sample must be approved by the Licensor via electronic mail documentation PRIOR to each public use.
5. Limitations on Use. Licensee shall not edit, alter, modify, or create any derivative works of the Licensed Content. Licensee shall not use the Licensed Content in any manner that may reflect poorly on Adcetera or the Publisher, owner, or Licensor of the Licensed Content.
6. Fees and Payment. In consideration of the License granted by Adcetera hereunder, Licensee shall pay Adcetera fees equal to \$500.00 (the “License Fees”) in accordance with the billing terms provided in “Exhibit A” of this Agreement. If Licensee fails to make any payment of License Fees, Licensor may cease delivery of Licensed Content until all License Fees have been paid. There will be a 4% processing fee for all credit card payments. All payments are to be made in U. S. dollars and are exclusive of any taxes or withholding. Adcetera will not

be responsible for any taxes, fees, withholding, supplying certificates of exemption, filing for exemption refunds, or other paperwork associated with sales outside of the United States. Payment of all such fees and taxes and filing of all such paperwork is the sole responsibility of the Licensee. All Licensees within the State of Texas are subject to state and local sales taxes.

7. Confidentiality. Licensee agrees that it will keep the terms and conditions of this Agreement confidential, and any other confidential information it learns about Publisher or Licenser in the course of the relationship governed by this agreement, unless disclosure is required by law.

8. Indemnification. The licensee agrees to indemnify, defend and hold the licensor and/or its affiliates harmless from and against any and all liabilities losses, damages, costs, and expenses, including reasonable attorney's fees, associated with any action or claim by a third party arising out of any actual or alleged breach or default by the Licensee under any representation, warranty, covenant, or other provision of this Agreement.

9. Term and Termination. The term of this Agreement commences as of the Effective Date and shall continue until notice of termination, as provided in Exhibit A. In the event of a breach, Licensee has 30 days to amend the breach otherwise Adcetera may terminate this Agreement immediately upon written notice to Licensee, at which point the License shall be void and Licensee shall immediately cease its use of the Licensed Content.

10. Payment Terms. Adcetera payment terms are due upon receipt of invoice. Adcetera accepts credit cards (with a 4% processing fee), wire transfer and company checks. Any agreements for less than \$2,500.00 need be paid prior to assets being released.

All signed agreements are final. There are no refunds or credits issued for cancellations by Licensee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ADCETERA DESIGN STUDIO, INC.

Signature: Robert Ray
Name: Robert Ray
Title: Director of Business Development
Address: 3000 Louisiana Street | Houston, TX 77006

City of Glen Cove

Signature: _____
Name: Pamela D. Panzenbeck
Title: Mayor, City of Glen Cove
Address: 9 Glen Street, Glen Cove, NY 11542

Billing Address (if different from above):

Street: _____
City: _____
State: _____
Zip: _____

EXHIBIT A Licensed Content & Usage

Permission for:

Asset:

Money – Best Places To Live 2022-23:

<https://money.com/best-places-to-live/glen-cove-new-york/>



Usage:

Custom License – Use for City Welcome Signs Only (2022-23 award can be featured on the signs in perpetuity)

Territory:

North America

Duration:

12 Months

Total Price:

\$500.00 | Payment terms are due upon receipt. Please contact धारrell@adcetera.com to pay via credit card (4% processing fee), company check or wire transfer. Mailing address:

ADCETERA
C/O Accounts Receivable
3000 Louisiana Street
Houston, TX 77006

Please send creative for approval to licensingplus@adcetera.com fifteen (15) days prior to publishing for approval. The creative MUST be approved by the Licensor via electronic mail documentation PRIOR to each use.



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

BUDGET TRANSFER FORM

GCF-1 (8/19)

DEPARTMENT: Fire

BUDGET YEAR: 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-55412	Training	—	\$8,000.00
A3410-55420	Repairs & Maintenance	\$8,000.00	—

Reason for Transfer: TO cover invoices that are not anticipated.

Department Head Signature: _____

Date: 11/05/2022

City Controller Approval: _____

Date: 11/14/22

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: EMERGENCY MANA

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A8760-42680	INSURANCE RECOVERIES	\$45,836.21	
A8760-55955	HURRICANE IDA DAMAGES		\$45,836.21

Reason for Amendment:

TO ACCEPT INSURANCE PROCEEDS FROM COMMERCIAL
PROPERTY INSURANCE CARRIER RELATED TO CITY PROPERTY
DAMAGES RESULTING FROM THE IMPACTS OF HURRICANE IDA

Department Head Signature: 

Date: NOVEMBER 14, 2022

City Controller Approval: 

Date: NOVEMBER 14, 2022

City Council Approval-Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (8/19)

Department: DPW

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-43501-2206	CHIPS REIMBURSEMENT	\$557,422.79	
H5110-43501-2206	PAVE-NY	\$274,001.34	
H5110-43501-2206	POP - PAVE OUR POTHOLES	\$86,885.55	
H5110-52260-2206	ROAD & DRAINAGE		\$918,309.68

Reason for Amendment:

TO ACCEPT STATE AID FROM THE CONSOLIDATED LOCAL STREET
AND HIGHWAY IMPROVEMENT PROGRAMS (CHIPS) (EWR) (POP) FOR
2022 ROAD & DRAINAGE IMPROVEMENT PROGRAM.

[Expenditures incurred for the period May 20, 2021 through August 9, 2022]

Department Head Signature: [Signature] Date: 10/26/22

City Controller Approval: [Signature] Date: 11/15/22

City Council Approval-Resolution Number: _____ Date: _____



CITY OF GLEN COVE
9 Glen Street, Glen Cove, NY 11542
(516) 676-3345

EVENT PERMIT

(Parade Permit Please)

NAME OF APPLICANT

City of Glen Cove / Glen Cove School
King, Jr. Birthday Commission

PHONE

ADDRESS OF APPLICANT

40 Sheryl Goodine

MAIL

NAME OF EVENT TO BE HELD

Symbolic march prior to annual Dr. King program

DATE(S) OF EVENT

1/16/2023

TIME(S) OF EVENT

assemble 8:30 am march begins 8:45 am march concludes 9:30 (approx) am

LOCATION OF EVENT

assemble at First Baptist Church - 7 Continental Place - march
down School St. to Middle School on Forest Ave.

NAME & ADDRESS OF OWNER OF PREMISES

Just utilizing the streets
which I assume are owned by City of Glen Cove

EVENT SPONSOR IS:

FOR PROFIT

☐

(\$25.00)

NON-PROFIT

☒

Check Payable to: The City of Glen Cove

DATE: 11/9/2022

SIGNED:

Mrs. Sheryl Goodine

APPLICANT

DATE:

SIGNED:

OWNER OF PROPERTY

**INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING:
THE CITY OF GLEN ADDITIONAL INSURED FOR \$1,000,000 PER INCIDENT.**

IF THE EVENT IS A ROAD RACE OR PARADE

INCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE

PERMIT APPROVED ON:

CITY CLERK

PERMIT #

****In the event this application will require services to be performed by Glen Cove's Public Safety departments or the Department of Public Works, beyond their customary duties, additional charges will apply.**

****Please contact Lt. Wright at GCPD, 516-676-1000, for further information.**



CITY OF GLEN COVE
9 Glen Street, Glen Cove, NY 11542
(516) 676-3345

Recreation Dept. **EVENT PERMIT**

NAME OF APPLICANT Kristen Foster PHONE (516) 676-3766

ADDRESS OF APPLICANT 9 Glen street

E-MAIL Kfoster@glencove-ny.gov

NAME OF EVENT TO BE HELD Polar Plunge

DATE(S) OF EVENT January 7th 2023

TIME(S) OF EVENT 11:00 - 3:00

LOCATION OF EVENT Prybil beach

NAME & ADDRESS OF OWNER OF PREMISES City of Glen Cove

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☐
Check Payable to: The City of Glen Cove

DATE: _____ SIGNED: _____

APPLICANT

DATE: _____ SIGNED: _____

OWNER OF PROPERTY

**INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING:
THE "CITY OF GLEN COVE" AS ADDITIONAL INSURED FOR \$1,000,000 PER INCIDENT.**

IF THE EVENT IS A ROAD RACE OR PARADE

INCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE

PERMIT APPROVED ON: _____ CITY CLERK _____ PERMIT # _____

****In the event this application will require services to be performed by Glen Cove's Public Safety departments or the Department of Public Works, beyond their customary duties, additional charges will apply.**

****Please contact Lt. Wright at GCPD, 516-676-1000, for further information.**