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**CITY OF GLEN COVE
PROPOSED LOCAL LAW A-2025
“MARIJUANA USE”**

A local law to add Chapter 80 to the Code of the City of Glen Cove prohibiting smoking and vaping marijuana in outdoor public places.

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

SECTION 1. Chapter 80 of the Code of the City of Glen Cove is hereby added to the Code of the City of Glen Cove entitled “*Marijuana Use*” as follows:

§ 80-1 Legislative Intent.

As permitted by New York State Public Health Law section 1399-R, the purpose of this chapter is to expand upon the New York State laws and regulations prohibiting the smoking or vaping of cannabis/marijuana as they apply within the jurisdiction of the City of Glen Cove.

§ 80-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CANNABIS.

Cannabis means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

MARIJUANA

Marijuana means any product containing cannabis or its derivatives, whether natural or synthetic, capable of being smoked or vaporized, and intended for human consumption.

OUTDOOR PUBLIC PLACE

Any public highway, street, roadway, walkway, right of way, alley, sidewalk, parking garage, lot or area, park, playground, beach, recreational area, outdoor area common to or adjoining a public building, schoolyard, playing field, athletic field, outdoor ticket vending area, waiting and boarding area of any transportation facility, restaurant outdoor dining areas or any other outdoor area, facility or ground, whether vacant or improved, open to the public within the jurisdictional limits of the City of Glen Cove.

SMOKE/SMOKING

The possession and inhaling of any burning or heated cannabis or marijuana product, including but not limited to cigarettes, cigars, pipes, hookahs, electronic cigarettes (vapes) or other similar devices containing a cannabis or marijuana product.

VAPE/VAPING

The use of an electronic cigarette or similar device to inhale a cannabis or marijuana product.

ELECTRONIC CIGARETTE OR E-CIGARETTE

An electronic device that delivers vapor which is inhaled by an individual user, and shall include any refill, cartridge or any other component of such a device.

§ 80-3 Prohibitions.

No person shall smoke or vape in any outdoor public place within the jurisdictional limits of the city.

§ 80-4 Exceptions.

The foregoing prohibitions shall not apply to marijuana and cannabis products consumed in:

- A. Any outdoor area of a private residence or private property not open to the public and where such consumption is otherwise lawful.
- B. Any public event or location where such use is explicitly authorized by license or permit under the laws and regulations of the State of New York and the City of Glen Cove.

§ 80-5 Enforcement.

The Glen Cove Police Department shall have the authority to enforce the provisions of this chapter and to issue appearance tickets to alleged violators returnable in the Glen Cove City Court.

§ 80-6 Penalties for Offenses.

Any person or entity who shall violate any provision of this chapter shall be guilty of a violation within the meaning of the New York State Penal Law, and upon conviction, shall be liable for a fine of up to \$100 or up to five hours of community service; and upon conviction of a second or subsequent offense within a twelve (12) month period shall be liable for a fine of up to \$250 or up to ten hours of community service. No sentence of imprisonment shall attach for any violation of this chapter.

SECTION 2. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence,

paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstances, directly involved in the controversy in which such judgment or order shall be render.

SECTION 3. This local law shall take effect immediately upon filing with the Secretary of State.



6 B

October 9, 2025

Mr. Michael Yeosock, P.E.
Director of Public Works
City of Glen Cove
City Hall – 9 Glen Street
Glen Cove, New York 11542

**RE: Interim Site Management Plan Implementation (2026.01.01-2026.12.31)
Ferry Terminal & Herb Hill Road/Garvies Point Road/Dickson Street (Public Roadways)
PWGC LP No: 25LP542**

Dear Mr. Yeosock:

P.W. Grosser Consulting, Inc. (PWGC) is pleased to provide you with this proposal to provide professional environmental and engineering services for the above-referenced sites. This proposal is for implementation of the Interim Site Management Plan (SMP) for the Ferry Terminal which is a part of the overall Captain's Cove Condominium Site and the SMP for the Public Roadways.

The site has been remediated pursuant to the New York State Department Environmental Conservation (NYSDEC) and United States Environmental Protection Agency (USEPA) Excavation Work Plan (EWP) and the site has been developed. The Interim SMP for the Captain's Cove Condominium Site and the SMP for the Public Roadways have been developed to manage the site long term post-construction. The SMPs address the means for implementing the institutional controls (ICs) and engineering controls (ECs) that are required by the environmental easement for the site.

BACKGROUND

EC/ICs were incorporated into the site remedy to control exposure during use of the site. ECs include a composite cover system and a combination of a vapor barrier system and sub-slab depressurization system (SSDS) beneath the building. ICs include (1) implement, maintain, and monitor ECs, (2) prevent future exposure to native soils, and (3) limit the use and development of the site to restricted-residential, commercial, or industrial uses only.

In accordance with the Interim SMP and SMP, implementation, maintenance, and monitoring of the ECs/ICs will include:

- Routine inspections of the ECs by the building staff;
- Operation, maintenance, and monitoring of the SSDS, response to any alarms, and performance of an inspection quarterly for the first year, and then annually thereafter;
 - The site is currently in the annual phase.
- Annual inspection of the site to confirm EC/ICs are in compliance with the Interim SMP and SMP; and



- Preparation and submittal of a Periodic Review Report (PRR) which documents the status of ECs/ICs beginning 12 months after approval of the Interim SMP and SMP and then annually thereafter.

The Scope of Work below is based upon the Interim SMP and SMP and may need to be altered if changes are made. This Scope of Work covers planned activities for the third year which will be from January 2026 to December 2026. Proposals for subsequent years shall be provided under separate cover.

Task 1 – Site-Wide Inspections

Site-Wide inspections will be performed at a minimum of once per year. Additional inspections may be performed if requested by the regulatory agencies, City of Glen Cove, or property owner. Site-wide inspections will also be performed after all severe weather conditions that may affect ECs or monitoring devices.

In accordance with the Interim SMP, PWGC will perform a site-wide inspection at least once per year. The inspection will assess the following:

- Compliance with all ICs, including site usage;
- An evaluation of the condition and continued effectiveness of ECs;
- General site conditions at the time of the inspection;
- The site management activities being conducted; and
- Confirm that site records are up to date.

For the purpose of this proposal, PWGC has made the assumptions that the annual site-wide inspections for the Ferry Terminal and Roadways can be performed on the same day. PWGC has assigned a lump sum fee of **\$1,200.00** for the site-wide inspections for the third year.

Task 2 – Periodic Review Reports

PWGC will prepare annual PRRs (One for the Ferry Terminal and one for the Roadways) to document compliance with the EC/ICs outlined in the Interim SMPs. The PRRs shall be submitted annually to the regulatory agencies starting 12 months following approval of the Interim SMP and SMP. It is assumed the PRRs will cover activities completed between January 2026 and December 2026 and be submitted on January 17, 2026.

PWGC has assigned a lump sum fee of **\$5,000.00** for the preparation of the PRRs for the fourth year.

COSTS

Costs to perform the above outlined services have been assigned a lump sum fee of **\$6,200.00**. The fee is based on the assumptions detailed above.

ENGINEERING/ENVIRONMENTAL SERVICES FEE

Required services that lie outside the above scope of work will be considered additional services and will be billed at PWGC's current rates, which are subject to update.





PWGC LP No: 25LP542

Services provided by PWGC will be performed as per the enclosed terms and conditions. Should you find this proposal acceptable, kindly sign on the following page, where indicated, and return a copy of the signed agreement. Work will commence upon receipt of this signed contract.

Regards,

P.W. GROSSER CONSULTING

Michael Pecoraro

Project Manager





PWGC LP No: 25LP542

I acknowledge that I am an authorized representative of the company, that I have full responsibility to execute this proposal, and that payment based on current PWGC rates is due upon receipt of each invoice. I assume personal responsibility for payment of P.W. Grosser services.

Approved by _____
Signature Date

Printed Name, Company _____
Date

Please indicate where invoices should be sent for processing:

Name _____

Address _____

Email _____

Phone Number _____

Billing Instructions:

Purchase Order # _____

Date invoices must be received by to be included in current billing cycle: _____

Invoices will be submitted via email. Do you require a hard copy in the mail? [] Yes [] No

Please list any additional special instructions for billing:



Property Access Consent Form

I _____ do hereby attest that I am the owner or authorized agent of _____, the owner of the property as described below. I consent to providing P. W. Grosser Consulting Engineer & Hydrogeologist, D.P.C. and subcontractors access to this property, for the purposes of completing the above scope of work.

I understand that this activity may result in spray-painted mark-outs, soil excavation, soil borings, or other disturbances and damage to the surface or subsurface. Site restoration will be limited to filling in boring holes and restoring asphalt or concrete in soil bored areas, unless otherwise noted; if additional restoration is warranted, it will be the sole responsibility of the client and/or property owner.

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

Phone #: _____

Email Address: _____

Property Description:

Address: _____

Property Tax Map ID: _____



2025 PWGC RATE SCHEDULE	
Category	Hourly
PRINCIPALS	
Senior Principals	\$340.00 - \$430.00
Principals	\$220.00 - \$335.00
PROJECT MANAGEMENT	
Senior Project Manager	\$185.00 - \$305.00
Project Manager	\$150.00 - \$235.00
HYDROGEOLOGIST/GEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/GEO/ES) /ECOLOGICAL RESOURCES	
Senior Hydrogeologist, PG	\$170.00
Senior Hydro/GEO/ES	\$120.00 - \$160.00
Project Hydro/GEO/ES	\$110.00 - \$115.00
Field Hydro/GEO/ES	\$100.00
Senior Environmental Tech	\$100.00
Environmental Tech	\$90.00
Senior Wetland Specialist	\$250.00
ENGINEERING	
Senior Engineer	\$165.00 - \$215.00
Project Engineer	\$135.00 - \$160.00
Staff Engineer	\$130.00
Senior Engineering Tech	\$170.00 - \$210.00
Senior Environmental Planner	\$145.00 - \$220.00
Environmental Planner	\$100.00 - \$110.00
GIS/CADD SERVICES/Civil 3D	
Senior Geospatial Geologist	\$180.00
Senior GIS Analyst	\$110.00
GIS Analyst	\$95.00
OTHER SERVICES	
IT Services	\$150.00
Administrative Services	\$90.00



Terms and Conditions (2025)

Performance of Services: Consulting and engineering services will be provided by P.W. Grosser Consulting Engineer & Hydrogeologist, D.P.C. (the "Consultant"). The proposal is effective for 45 days.

Additional Services: For additional services not included above, the Consultant will be compensated accordingly and based upon its most current rate schedule.

Client's Program and Budget Requirements: Client shall provide Consultant full information in a timely manner regarding all its requirements for the Project including its objectives, schedule, criteria, constraints and budget including reasonable contingencies. Any requirements not included in this Proposal shall be billed as an Additional Service.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Required Information: Client will furnish Consultant all information, requirements, data, reports, surveys, drawings, specifications, documents, and instructions required to complete the Scope of Services, including identifying the type and location of underground improvements and utilities, and all existing MEP building systems and conditions. Consultant shall have the right to rely upon the completeness and accuracy of such information. Client acknowledges that certain assumptions will be made regarding existing conditions that cannot be verified without destruction or damage to existing facilities. To the fullest extent permitted by law, Client agrees to waive all claims against, and to hold harmless and indemnify, Consultant and its subconsultants and subcontractors, for any damages to underground improvements, utilities, and building MEP systems and for any costs associated with undisclosed existing conditions.

Retainer/Billing/Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. A surcharge of 3.00% will be imposed on credit cards which is not greater than our cost of acceptance.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

Standard of Care: Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Contingency Fund: The Client and Consultant acknowledge that modifications may be required to the Contract Documents because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. To the extent possible, the owner agrees to set aside a reserve in the amount of 3% of the actual project construction budget costs as a contingency reserve to be used, as required, to pay for any such increased project costs to the Consultant or Contractors for approved modifications to the Contract Documents. The Client further agrees to make no claim by way of direct or third-party action against the Consultant or its subconsultants and subcontractors with respect to any payments within the limit of the contingency reserve made to the construction Contractors because of such changes or because of any claims made by the construction Contractors relating to such changes. The contingency fund shall be held in an interest bearing escrow account.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications, or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client. Consultant is not responsible for the use of Consultant's work product for anyone other than the Client and project it was prepared for.

Certifications, Guarantees and Warranties: The Consultant shall not be required to make and/or execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Construction Phase Services: If construction phase services are required in the Scope of Services, the following terms shall apply:

Site Observation: If site observation visits are to be provided by Consultant, Consultant shall visit the site at intervals appropriate to the stage of the construction, or as otherwise expressly agreed to in the Scope of Services, in order to observe the progress and quality of the work completed by the Contractor. Such observation is not meant

to be an exhaustive check or a detailed inspection of the contractor's work, but rather a visible observation to allow Consultant to become generally familiar with the progress of the Work and to determine in general if the work is being performed in a manner indicating that, when fully completed, the work will be in accordance with the Contract Documents. Consultant shall not be required to make continuous or exhaustive observations to check the quantity and quality of the Work, nor shall Consultant be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

Rejection of Work: Consultant shall have the authority to reject any work of the contractors that is not, in Consultant's professional judgment, in accordance with the Construction Documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject Consultant to any liability or cause of action on behalf of the contractors, subcontractors, or any other suppliers or person performing portions of the work on the Project.

Work Site Safety: Client agrees that Consultant shall not supervise or direct, or have any responsibility for, control over or charge of, all Contractor's work or the construction means, methods, techniques, sequences or procedures, or for the work site safety precautions programs in connection with the Work. These rights and responsibilities are solely those of the party or parties performing the actual construction of the Project. Neither the professional activities of Consultant, nor the presence of Consultant personnel and subconsultants at the construction site, shall relieve the Contractors and any other entity of their obligation, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending, or coordinating all portions of the Work safely and in accordance with any health or safety requirements of any regulatory agency. The Client agrees that the Client, Consultant, and its subconsultants and subcontractors shall be indemnified by the Contractors and shall be made additional insured's under the Contractor's general, umbrella, and excess liability insurance policies.

Submittals and Shop Drawings: If the Scope of services includes the review of Contractor submittals and shop drawings, then Consultant will review such submittals and shop drawings for the limited purpose of checking for conformance with the design concept expressed and the information provided in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the responsibility of the Contractor. The review shall be conducted with reasonable promptness while allowing sufficient time in Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that Consultant has reviewed the entire assembly of which the item is a component. Consultant shall not be responsible for any deviations from the Contract Documents not brought to its attention in writing by the Contractor. Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received. If the Contractor submits substitutions to the Contract Documents, Consultant shall be reimbursed the effort to review the shop drawings with respect to the Contract Documents. If the Contractor submits the same shop drawing three times through no error of Consultant, Consultant shall be reimbursed for each additional review. It is recommended that the Contractor be required to reimburse the Owner for such additional work.

Requests for Clarification or Interpretation: Consultant shall provide, with reasonable promptness, written responses to requests from Contractor for clarification and interpretation of the requirements of the Contract Documents.

Limitation of Liability: In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Governing Law: This Agreement shall be governed by and interpreted in accordance with New York Law.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Waiver of Consequential Damages: Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.



Office of General Services Procurement Services

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Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov

Contract Award Notification

Title	:	Group 77201 – Intelligent Facility & Security Systems and Solutions (Statewide) Classification Code(s): 32, 43, 46, 92
Award Number	:	<u>23150</u> (Replaces Award 20191)
Contract Period	:	August 27, 2019 – August 26, 2034
Bid Opening Date	:	June 6, 2019
Date of Issue	:	August 27, 2019 (Revised August 28, 2025)
Specification Reference	:	As Incorporated In The Solicitation and Contract Award Letters
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies, Authorized Users, Vendors, and all Others	
Name	: Jennifer Stafford
Title	: Contract Management Specialist
Phone	: 518-473-7145
E-mail	: OGS.sm.SST_security@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This Award is to provide Intelligent Facility & Security Systems and Solutions throughout the State. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. This contract has two (2) Lots: Lot 1 for Equipment Only, and Lot 2 for Systems & Solutions (Equipment, Installation, Integration, and Maintenance). To obtain Equipment and Services under This Award, Authorized Users should review the "How-to-Use" guide that is part of This Award.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.

PR # 23150

(continued)

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68744 MBE SBE	2	1, 2	1Star-Networks LLC 1140 E 92 nd Street Brooklyn, NY 11236	271184856	1100104305
PT68745 SBE	2	1-9	A+ Technology & Security Solutions, Inc. 1490 North Clinton Avenue Bay Shore, NY 11706	113571518	1100005450
PT68746 SBE	2	1, 2, 3, 4, 5	Absolute Connections, Inc. 1520 Route 9W West Park, NY 12493	050566475	1100125900
PT68748 SBE	2	1-9	Adirondack Cabling, Inc. dba Adirondack Security 10 Petra Lane Albany, NY 12205	141686851	1000007019
ADT Commercial LLC has changed their name to Everon, LLC. Please see Everon, LLC below.					
PT68751 SBE	2	5, 6	Alarm and Suppression, Inc. 331 Ushers Road, Suite 3 Ballston Lake, NY 12019	223287148	1000017106
PT68752 SBE	2	2, 3, 4	Alarm Specialists 333 Old Tarrytown Road White Plains, NY 10603	133049123	1100128520
PT68754	2	5, 6, 7	Alltech Integrations, Inc. 7463 State Highway 11 Potsdam, NY 13676	261710207	1100018580
PT68757	1	1-9	Anixter, Inc. 2301 Patriot Boulevard Glenview, IL 60026	362361285	1000004825
PT68758 MBE SBE	2	3, 4	Arco Protection Systems, Inc. 532 Main Street Poughkeepsie, NY 12601	743083532	1100016668
PT68761 SBE	2	5, 7, 8, 9	Ber-National Controls, Inc. 105 Arterial Road Syracuse, NY 13206	161365817	1000008100
PT68765	2	1, 2	Carrier Communications Corp d/b/a Multi-Media Communication 190 Adams Avenue Hauppauge, NY 11798	112314408	1000005648
PT68769 SBE	2	1, 2	Certified Multi-Media Solutions, Ltd 95 Toledo Street Farmingdale, NY 11735	203530105	1100019619
PT68771	2	1-9	Clearview Data Systems, Inc. 3478 Timothy Lane East Aurora, NY 14052	043435780	1000011101
PT68776 SBE	2	3, 4, 5, 6, 7, 8, 9	CNC Services of NY, Inc.* (f/k/a Control Network Communications, Inc.) 16 Jupiter Lane, Suite 7 Albany, NY 12205	141758220	1000027806
<p>* CNC Services of NY, Inc. is a disregarded entity of Noblehouse Technologies, Inc. Noblehouse Technologies, Inc.'s Employer Identification Number is 20-3188738. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. CNC Services of NY, Inc. is the entity who holds Contract PT68776, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000373554), and is fully responsible for performance of duties under Contract PT68776.</p>					

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68772	2	3, 4, 5, 6, 7	Comalli Group, Inc. 7 Westview Road Pittsfield, MA 01201	042740406	1000011057
PT68773	2	4, 5, 6, 7, 8, 9	Comfort Systems USA (Syracuse) d/b/a ABJ Fire Protection Company 6500 New Venture Gear Drive East Syracuse, NY 13057	160902042	1000028421
PT68777	2	1, 2	Control Technologies, Inc. 43-01 22 nd Street, Suite 522 Long Island City, NY 11101	030306764	1000036148
PT68778	2	1-9	Convergent Technologies, LLC* 14 Petra Lane Albany, NY 12205	364444620	1100017930
* Convergent Technologies, LLC is a disregarded entity of DG Investment Intermediate Holdings 2, Inc. DG Investment Intermediate Holdings 2, Inc.'s Employer Identification Number is 90-0881132. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Convergent Technologies, LLC is the entity who holds Contract PT68778, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000284806), and is fully responsible for performance of duties under Contract PT68778.					
PT68780	2	1, 2, 3, 4	Custom Computer Specialists, LLC 70 Suffolk Court Hauppauge, NY 11788	112497640	1000005692
PT68782 SBE	2	3, 4, 5, 6, 7, 8, 9	Davis-Ulmer Sprinkler Co., Inc. 7633 Edgecomb Drive Liverpool, NY 13088	160710179	1000007458
PT68783	2	1-9	Day Automation Systems, Inc. 7931 Rae Boulevard Victor, NY 14564	161576146	1000008400
PT68784	2	1-2	Design Video Security Systems Corporation DBA DVSS, Inc. 100 Ring Road W, Suite 202 Garden City, NY 11530	26-4183692	1100062064
PT68786 SBE	2	1, 2, 3, 4, 5	Digital Provisions, Inc. 3385 Veterans Memorial Highway, Suite E Ronkonkoma, NY 11779	113553282	1100109808
PT68787 SBE	2	1-9	Digital Surveillance Solutions, Inc. 485 Cayuga Road Buffalo, NY 14225	200886315	1000008549
PT68788	2	3, 4, 5, 6, 7, 8, 9	Doyle Security Systems, Inc. 792 Calkins Road Rochester, NY 14623	161407240	1000008158
PT68789 SBE MBE WBE	2	2, 3, 4, 5	Dutchess Tel-Audio, Inc. 10 Steele Road New Windsor, NY 12553	141484744	1100036764
PT68791 SBE	2	3, 4, 5, 6	eCLIPSE Network Solutions LLC 122 Karner Road Albany, NY 12205	141829151	1000043799
PT68793	2	2, 3	Electronic Systems Solutions (ESS), Inc. 250 Clearbrook Road Elmsford, NY 10523	223477278	1000008849

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT70444	2	1-2	Encore Holdings, LLC DBA National Fire & Safety Solutions (Formerly known as National Fire & Safety Solutions) 70 Bacon Street Pawtucket, RI 0286	270867747	1100318589
PT70516	2	1-9	Everon, LLC* (Formerly known as ADT Commercial, LLC) 1501 Yamato Road Boca Raton, FL 33431	900008456	1000048445
*Everon, LLC is a disregarded entity of Iris Group Holdings, LLC (Parent/Owner). Iris Group Holdings, LLC Employer Identification Number is 933014673. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Everon, LLC is the entity who holds Contract PT70516, has obtained and holds the Alarm Installer License #12000376683, and is fully responsible for the performance of duties under Contract PT70516.					
PT68794 SBE WBE	2	3, 4, 5, 6, 7, 8, 9	FES Installations, Inc. 6956 US Route 20 Madison, NY 13402	262552055	1000040480
PT68795 SBE	2	3, 4, 5, 6	Fire, Security & Sound Systems, LLC 4 Avis Drive, Suite 110 Latham, NY 12110	262774212	1000031076
PT68797 MBE SBE	2	1, 2	Frontline Security Solutions, Inc. 15 St. James Place, 3G New York, NY 10038	223947131	1000030630
PT69263 WBE SBE	2	3, 4	Gemba Security Solutions LLC 22 Somerset Lane Warwick, NY 10990	611952877	1100243438
PT68801 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	GM Data Communications, Inc. 10 Vandewater Street Farmingdale, NY 11735	202468886	1000049148
PT68804 SBE	2	7, 8, 9	Great Lakes Building Systems, Inc. 116 Gruner Road Buffalo, NY 14227	161602109	1000016386
PT68805 SBE	2	8, 9	Greater Niagara Mechanical, Inc. 7311 Ward Road North Tonawanda, NY 14120	208558602	1000030241
PT68806 WBE SBE	2	1-9	Hello Alert, Inc. 577 Brook Avenue Deer Park, NY 11729	200368439	1000041894
PT68807	2	1-9	Honeywell International Inc. dba Honeywell Building Solutions* 14 Columbia Circle Drive, Suite 101 Albany, NY 12203	222640650	1000030448
PT68808 SBE	2	1-9	I.K. Systems, Inc. 7625 Main Street Fishers Victor, NY 14564	161326770	1100004373
PT68809	2	1-9	Idemia Identity & Security USA LLC 14 Crosby Drive, 2 nd Floor Bedford, MA 01730	043320515	1100200065
PT68810 SBE	1	1, 2, 3	Idesco Corporation 37 W 26th St, 10th Floor New York, NY 10010	130867868	1000006068
PT68811 SBE	2	1, 2, 3	Intelli-Tec Security Services, LLC* 150 Eileen Way Syosset, NY 11791	113580229	1100004360

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68812	2	1-9	Intervid, Inc. 5111 Pegasus Court, Suite C Frederick, MD 21704	521368578	1000044914
PT68814 WBE SBE	2	1, 2, 3, 4	ITG Larson, Inc. 155 Lafayette Avenue White Plains, NY 10603	113395980	1100126890
PT68815 MBE SBE	2	1, 2, 3	J Fire Protection, Inc. d/b/a Star Fire Protection Co 224-50 Braddock Avenue Queens Village, NY 11428	201831870	1100082145
PT68816	2	1-9	Johnson Controls Fire Protection LP* 1399 Vischer Ferry Crescent Road Clifton Park, NY 12065	582608861	1000032326
* Johnson Controls Fire Protection LP is a disregarded entity of Johnson Controls US Holdings. Johnson Controls US Holdings' Employer Identification Number is 82-4176107. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Johnson Controls Fire Protection LP is the entity who holds Contract PT68816, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000327945), and is fully responsible for performance of duties under Contract PT68816.					
PT68817	2	1-9	Johnson Controls, Inc. 5757 North Green Bay Avenue Milwaukee, WI 53201-0591	390380010	1000040717
PT68818	2	1-9	Johnson Controls Security Solutions, LLC* 16 Jupiter Lane, Suite 5 Albany, NY 12205	581814102	1000018330
* Johnson Controls Security Solutions LLC is a disregarded entity of Johnson Controls US Holdings. Johnson Controls US Holdings' Employer Identification Number is 82-4176107. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Johnson Controls Security Solutions LLC is the entity who holds Contract PT68818, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000327404), and is fully responsible for performance of duties under Contract PT68818.					
PT68819	2	1-9	Kelley Brothers, LLC 317 E Brighton Avenue Syracuse, NY 13205	150511382	1000007335
PT68825	2	1-9	Linstar, Inc. 430 Lawrence Bell Drive Buffalo, NY 14221	161559780	1000008366
PT68826	1	8, 9	Logical Control Solutions 829 Phillips Road Victor, NY 14564	161475836	1100145291
PT68827	2	1, 2, 3, 5	LPC, Inc.* 7100 New Horizons Boulevard North Amityville, NY 11701	113181416	1000043279
*LPC, Inc. is a disregarded entity of B&G Industries, Ltd. B&G Industries, Ltd.'s Employer Identification Number is 113599104. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. LPC, Inc. is the entity who holds Contract PT68827 and is fully responsible for performance of duties under Contract PT68827.					
PT69004	2	6	Mahoney Notify-Plus, Inc. 15 Cooper Street Glens Falls, NY 12801	141590021	1000006857
PT68831 SBE	2	1-9	Metropolitan Data Solutions Management d/b/a Metropolitan Data Solutions 279 Conklin Street Farmingdale, NY 11735	113636486	1000006010

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT69233	2	1-9	Minuteman Security Technologies, Inc. 1 Connector Road Andover, MA 01810	043825865	1100231089
PT68833	2	1-9	Motorola Solutions, Inc. 123 Tice Boulevard, Suite 202 Woodcliff Lake, NJ 07677	361115800	1000031408
National Fire & Safety Solutions, Inc. has been assigned to Encore Holdings, LLC dba National Fire & Safety Solutions.					
PT68836 SBE	2	1, 2	NCD Communications, Inc. 103 Bridge Road Islandia, NY 11749	113363073	1000043310
PT68837 SBE	2	1, 2, 3, 4	Networked Educational Technologies, Ltd. d/b/a CSDNET 874 Montauk Highway Bayport, NY 11705	113410788	1100008294
PT68842 SBE	2	1, 2, 3, 4	Open Systems Metro NY, Inc. dba Open Systems Metro 258 Route 117 By-Pass Road Bedford Hills, NY 10507	270159093	1100014531
PT70149	2	1-9	Open Systems Northeast, Inc. 1 Fairchild Square, Suite 114 Clifton Park, NY 12065	923043883	1100298480
PT68847 SBE	2	1, 2, 3, 4, 5	Plugout LLC 33 Park Place Englewood, NJ 07631	510493362	1100120703
PT68844 SBE	2	1-9	Priority Connections, LLC 6260 South Bay Road Cicero, NY 13039	202004508	1000016603
PT68849	2	1-9	Response Technologies, Ltd. 9959 Cincinnati Dayton Road West Chester, OH 45069	311711254	1100156253
PT68850 SBE	2	1-9	Ronco Specialized Systems, Inc. 84 Grand Island Boulevard Tonawanda, NY 14150	161277982	1100007821
PT68855 SBE	2	1, 2, 3	Scarsdale Security Systems, Inc. 132 Montgomery Avenue Scarsdale, NY 10583	133139173	1100009505
PT68856	2	1, 2, 3	Schneider Electric Buildings Americas, Inc. 210 Meadowlands Parkway, Suite D Secaucus, NJ 07094	75-2066352	1000032568
PT68857	2	1-9	SecureWatch24 LLC d/b/a SW24 One Penn Plaza, Suite 4000 New York, NY 10119	200914683	1000044257
PT68859 SBE	2	1, 2, 3	Security Management Systems 18 Industrial Park Drive Port Washington, NY 11050	112477627	1000046971
PT68860	2	1-9	Siemens Industry, Inc. 100 Technology Drive Alpharetta, GA	132762488	1000006213
PT68863	2	1-9	Securitas Technology Corporation (Formerly known as Securitas Electronic Security, Inc.) 3800 Tabs Drive Uniontown, OH 44685	201044950	1000029878

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68775	2	1-4	Sourcepass Contemporary, LLC (Formerly known as Contemporary Computer Services, Inc.) 515 Broadhollow Road Melville, NY 11747	11-2339385	1000000513
* Sourcepass Contemporary, LLC is a disregarded entity of Sourcepass, Inc. (Parent/Owner). Sourcepass, Inc.'s Employer Identification Number is 861240702. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Sourcepass Contemporary LLC is the entity who holds Contract PT68775, has obtained and holds the Alarm Installer License #12000373542, and is fully responsible for the performance of duties under Contract PT68775.					
PT68864 SBE	2	1, 2, 3, 4, 5	Stratagem Security, Inc. 2 Westchester Plaza Elmsford, NY 10523	132781197	1000047038
PT68865 SBE	2	1-9	Suffolk Lock & Security Professionals, Inc. d/b/a SL Security Pros, Inc. 430 West Montauk Highway Lindenhurst, NY 11757	112518978	1000024240
PT68866 SBE	2	5, 7, 8	Syracuse Time & Alarm Co., Inc. 2201 Burnet Avenue Syracuse, NY 13206	161184747	1000003539
PT68868 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	Technical Building Services, Inc. 12E Commerce Drive Ballston Spa, NY 12020	141625459	1000027547
PT68869 WBE SBE	2	7, 8, 9	Technical Systems Group, Inc. 1799 North Clinton Avenue Rochester, NY 14621	161189739	1000057163
PT68871 SBE	2	1, 2	Tomex Electronics, Inc. 22-62 45 th Street Astoria, NY 11105	113122941	1100128433
PT68873	2	1-9	Trane U.S. Inc. d/b/a Trane 45-18 Court Square Long Island City, NY 11101	250900465	1000030930
PT68875 SBE	2	1, 2	Tritech Security Systems, LLC dba Idesco Security Systems 625 Locust Street, Suite 300 Garden City, NY 11530	464958768	1100225614
PT69752 SBE	2	1-9	U&S Services, LLC* 95 Stark Street Tonawanda, NY 14150	815324510	1000275785
* U&S Services, LLC is a disregarded entity of Stark Holdings America, Inc. (Parent/Owner). Stark Holdings America, Inc.'s Employer Identification Number is 815324510. The Parent/Owner's Employer Identification Number is used for payment purposes under the Contract. U&S Services, LLC is the entity who holds Contract PT69752, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000364905), and is fully responsible for the performance of duties under Contract PT69752.					
PT68879	2	1-9	Unlimited Technology, Inc. 237 West 35 th Street, Suite 801 New York, NY 10001	232993877	1100005402
PT68881 SDVOB SBE	2	1-9	Virsig LLC 95 Seaview Boulevard, Suite 201 Port Washington, NY 11050	471416020	1100138580

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

LOTS:

This Award consists of the following Lots:

LOT 1: Equipment Only

LOT 2: Systems & Solutions (Equipment, Installation, Integration, and Maintenance)

REGIONS:

This Award contains the Regions set forth below:

Regions	Counties	
Region 1	Nassau	Suffolk
Region 2	Bronx Kings New York	Queens Richmond
Region 3	Dutchess Putnam	Westchester
Region 4	Orange Rockland	Sullivan Ulster
Region 5	Albany Columbia Delaware Fulton Greene	Montgomery Otsego Rensselaer Schenectady Schoharie
Region 6	Clinton Essex Franklin Hamilton	Saratoga Warren Washington
Region 7	Cayuga Herkimer Jefferson Lewis Madison	Oneida Onondaga Oswego St. Lawrence
Region 8	Broome Chemung Chenango Cortland Livingston Monroe Ontario	Schuyler Seneca Steuben Tioga Tompkins Wayne Yates
Region 9	Alleghany Cattaraugus Chautauqua Genesee	Erie Niagara Orleans Wyoming

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SBE listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please Return by Email to:
NYS Office of General Services
PROCUREMENT SERVICES
ogs.sm.sst_security@ogs.ny.gov
* * * * *

PT68816: NYS NET PRICING PAGES
GROUP 77201 AWARD 23150 - Intelligent Facility & Security Systems and Solutions

Contractor Name:	JOHNSON CONTROLS FIRE PROTECTION, LP								
Lot Awarded:	Lot 2								
Region(s) Awarded:	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9

Effective Dates:
Equipment: 1/17/2024
Prevailing Wage Rates: 7/1/2025
Non-Prevailing Wage Rates: 1/17/2024

City of Glen Cove - Simplex Fire Alarm

Planned Service Agreement



Johnson Controls Fire Protection LP
35 Arkay Drive
Hauppauge NY11788
USA

Proposal Presented On:
11-11-2025



SERVICE SOLUTION

Customer #: 477414
City of Glen Cove
Date: 11-Nov-25
Proposal #: CPQ-1107228
Term: 1-Nov-25 to 31-Oct-26

Billing Customer:
Glen Cove City Hall
9 Glen St
City Hall - Civic Ctr
GLEN COVE, NY 11542-2770

Service Location:
Glen Cove City Hall
9 Glen St, City Hall -- Civic Ctr
Glen Cove, NY 11542-2798

Johnson Controls Fire Protection LP
Sales Representative:
Daniel Martins
35 Arkay Drive
Hauppauge NY 11788
daniel.2.martins@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SMPLX 4100/4020			
SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM		Est. First Inspection: November	
Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Annunciator		Annual	
Smoke Sensor Addressable		Annual	
Heat Detector Restorable		Annual	
Duct Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	

FIRE ALARM ESSENTIAL SERVICE
OFFER

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SPECIAL PROVISIONS

Pricing and terms are based on the NYS Procurement Contract

Group Number: 77201 SimplexGrinnell Contract: PT68816 Award Number: 23150



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Glen Cove** and is effective **1-Nov-25** (the "Effective Date") to **31-Oct-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$3,500.00 - **Proposal #:** CPQ-1107228

PAYMENT SUMMARY:

Year	PSA Charges
1	\$3,500.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <https://www.johnsoncontrols.com/legal/fire-service-uscan-terms> (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at <https://www.johnsoncontrols.com/techterms> (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at <https://www.johnsoncontrols.com/customerterms>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

City of Glen Cove

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

Johnson Controls Fire Protection LP

Authorized Signature: Daniel Martins

Print Name: Daniel Martins

Title: Preventative Maintenance Sales Rep

Phone #: 516-552-9946

Fax #: _____

License #: _____
(if applicable)

Date: _____

City of Glen Cove - Central Station Monitoring

Planned Service Agreement



Johnson Controls Fire Protection LP
35 Arkay Drive
Hauppauge NY11788
USA

Proposal Presented On:
11-10-2025



SERVICE SOLUTION

Customer #: 477414
City of Glen Cove
Date: 10-Nov-25
Proposal #: CPQ-1107192
Term: 1-Nov-25 to 31-Oct-26

Billing Customer:
Glen Cove City Hall
9 Glen St
City Hall - Civic Ctr
GLEN COVE, NY 11542-2770

Service Location:
Glen Cove City Hall
9 Glen St, City Hall -- Civic Ctr
Glen Cove, NY 11542-2798

Johnson Controls Fire Protection LP
Sales Representative:
Daniel Martins
35 Arkay Drive
Hauppauge NY 11788
daniel.2.martins@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SMPLX 4100/4020

**SIMPLEX PROGRAMMABLE FIRE
ALARM SYSTEM**

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SPECIAL PROVISIONS

This proposal includes only the annual subscription for Central Station Monitoring. Please note that an upgrade to a Johnson Controls cellular dialer is required to enable monitoring services.

Pricing and terms are based on the NYS Procurement Contract

Group Number: 77201 SimplexGrinnell Contract: PT68816 Award Number: 23150



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Glen Cove** and is effective **1-Nov-25** (the "Effective Date") to **31-Oct-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will renew automatically and may be subject to cost increase.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$843.00 - **Proposal #:** CPQ-1107192

PAYMENT SUMMARY:

Year	PSA Charges
1	\$843.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <https://www.johnsoncontrols.com/legal/fire-service-uscan-terms> (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at <https://www.johnsoncontrols.com/techterms> (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at <https://www.johnsoncontrols.com/customerterms>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

City of Glen Cove

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

Johnson Controls Fire Protection LP

Authorized Signature: Daniel Martins

Print Name: Daniel Martins

Title: Preventative Maintenance Sales Rep

Phone #: 516-552-9946

Fax #: _____

License #: _____
(if applicable)

Date: _____



6E

PROPOSAL AND SERVICE AGREEMENT

Date: 11-11-2025 SR#: Quote Ref: City of Glen Cove - Cell Dialer	Customer #:477414 Proposal #: CPQ-1107118	Prepared By: Daniel Martins Employee Number: 671747 Phone #: 516-552-9946 Email: daniel.2.martins@jci.com
Purchaser Contact Information: Name:Vincent Martinez		
Phone:516-322-4219		Email:Vmartinez@glencoveny.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Glen Cove City Hall , 9 Glen St,City Hall -- Civic Ctr , Glen Cove,NY, 11542-2798 .	Glen Cove City Hall , 9 Glen St, GLEN COVE,NY,11542-2770 .

Scope of Work

Johnson Controls to provide and install one (1) cellular dialer communicator to the existing Simplex 4020 Fire Panel, and program the Fire Alarm System to central station. Work to be performed during regular business hours (Mon-Fri 8am-4pm).

Pricing and terms are based on the NYS Procurement Contract

Group Number: 77201 SimplexGrinnell Contract: PT68816 Award Number: 23150

Total net selling price, \$1,300.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Relevant URLs

For ordering parts, please order from <https://fire.solutions.jci.com/spare-parts>

Prevailing Wage Required? <u>Yes</u> Certified Payroll Required? <u>Yes</u> Customer/Site Tax Exempt? <u>Yes</u>	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.	
Payment Terms:Net 30		
Total quote value:\$1,300.00		
<input type="checkbox"/> Fixed Price	<input checked="" type="checkbox"/> Labor and Material	<input type="checkbox"/> NTE
"This Proposal is valid for 30 days"		

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
35 Arkay Drive
Hauppauge, NY, 11788

www.johnsoncontrols.com

Name: _____	Johnson Controls Fire Protection LP 35 Arkay Drive Hauppauge, NY 11788
Title: _____	
PO#: _____	
Signature: _____	

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

6F

**CITY OF GLEN COVE
 BID # 2025-014
 PURCHASE OF SODIUM HYDROXIDE**

SCHEDULE OF BID PRICES


Note to All Vendors:

1. All bid entries are to be entered in the last column of the spreadsheet.
2. The vendor shall not alter or modify any portion of the Item Description.

Line	Qty	UDM	Item Description	Total Delivery (Gallons)	DROPS	Bid Price Per Gallon
1	1	EA	25% SOLUTION LIQUID CAUSTIC SODA	150	1	\$8.18
2	1	EA	25% SOLUTION LIQUID CAUSTIC SODA	475	1	\$3.39
3	1	EA	25% SOLUTION LIQUID CAUSTIC SODA	2,000	1	\$1.73
4	1	EA	25% SOLUTION LIQUID CAUSTIC SODA	3,000	1	\$1.67
5	1	EA	50% SOLUTION LIQUID CAUSTIC SODA	1,000	1	\$3.95
6	1	EA	50% SOLUTION LIQUID CAUSTIC SODA	2,000	1	\$3.45
7	1	EA	50% SOLUTION LIQUID CAUSTIC SODA	3,000	1	\$3.29
8	1	EA				
9	1	EA				
10	1	EA				
11	1	EA				
12	1	EA				
13	1	EA				
14	1	EA				
15	1	EA				
16	1	EA				
17	1	EA				
18	1	EA				
19	1	EA				
20	1	EA				
21	1	EA				
22	1	EA				

Vendor Name PVS Minibulk, Inc.

Page 1 of 1

Vendor Signature 
 Jessica T. Gregory, Assistant Secretary



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

BUDGET

6H

DEPARTMENT: Police

2025

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
H3120-5240-2318	Building Improvements		6771.00
H3120-52220-2214	Capital - Generator	\$6,771.00	

Reason for Transfer:

Add'l funds needs for installing 8' of gas service for new generator

Department Head Signature: _____

Date: 11/26/25

City Controller Approval: _____

Date: 11/26/25

City Council Approval – Resolution Number: _____

Date: _____

8J

A FRANCHISE RENEWAL AGREEMENT
between the
City of Glen Cove, County of Nassau, State of New York
and
Cablevision Systems Long Island Corp

City of Glen Cove
September 15, 2025

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

FRANCHISE RENEWAL AGREEMENT

between the

City of Glen Cove, County of Nassau, State of New York

and

Cablevision Systems Long Island Corporation

WHEREAS, the City of Glen Cove (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Cablevision Systems Long Island Corporation (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that has since expired, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, without waiving any of its rights under the expired franchise agreement, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Cable System described herein were considered and found adequate and feasible;

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement;

THEREFORE

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 “Affiliate”: any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 “Area Outage”: a total or partial loss of video, audio, data or other signals carried on the “Cable System” in a location affecting five or more subscribers.

1.3 “Cable Act”: Title VI of the Communications Act of 1934, as amended.

1.4 “Cable Service” or “Service”: the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.5 “Cable System” (herein also referred to as “**System**”): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data, or other forms of electronic, electromechanical, optical, or electrical signals for the purpose of delivering Cable Services. Nothing set forth herein shall be interpreted to prohibit Franchisee from providing non-Cable Services to subscribers as permitted by applicable federal or State law.

1.6 “Capability”: the ability of the “Franchisee” to activate a described technological or service aspect of the “Cable System” without delay.

1.7 “Control”: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.8 “FCC”: the Federal Communications Commission.

1.9 “Franchise”: the rights and obligations described in this document, and used interchangeably with the term “**Agreement**”.

1.10 “Franchise Fee”: the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

1.11 “Franchisee”: Cablevision Systems Long Island Corporation, and its lawful successors and assignees.

1.12 “Gross Receipts”: The total annual subscription charges actually paid to and received by “Franchisee” from all Cable Service subscribers residing within the Municipality for: (i) “Video Programming” (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended) including without limitation, Cable Service related program guides, the

installation, disconnection or reconnection of Cable Services, revenues from late or delinquent charge fees, Cable Service related or repair calls, the provision of converters, remote controls, the additional outlets and/or other Cable Service related subscriber premise equipment whether by lease or fee; (ii) pay television and premium television channels; and (iii) pay-per-view and video on demand Cable Service over the Cable System;" (iv) revenue from the sale or lease of access channel(s) or channel capacity; (v) Franchise Fees imposed on Franchisee by the Municipality that are passed through from the Franchisee as a line item paid by the subscriber; (vi) a pro rata portion of all revenue derived by the Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Municipality. The allocation shall be based on the number of subscribers in the Municipality divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Gross Receipts includes compensation received by the Franchisee that is derived from the operation of the Franchisee's Cable System to provide Cable Services with respect to commissions that are paid to Franchisee as compensation for the promotion or exhibition of any products or services over the Cable system, such as "home shopping" or other similar channel, subject to the exceptions below. Subject to Section 34.1 of this Agreement, for the purpose of calculating Franchise Fees paid to the Municipality, Gross Receipts shall include revenue from Cable Service subscribers residing within the Municipality for DVR functionality in whatever manner such revenues are imposed and collected, i.e. whether billed to a subscriber, as an equipment fee, a functionality fee or other charge or fee.

Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders, as may be amended from time to time, and unless otherwise authorized in the future by a court of competent jurisdiction; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service

tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant payments used for capital costs.

1.13 “Municipality”: the City of Glen Cove and/or its authorized representatives.

1.14 “Municipal Law”: all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or State law or regulation.

1.15 “NYSPSC”: the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.16 “State”: the State of New York.

1.17 “Person”: an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.18 “Transfer of the Franchise”: any transaction in which:

1.18.1 a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.18.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.18.1 and 1.18.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Cable System within the streets, alleys, and public ways of the Municipality, as now exist and may hereafter be changed.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with Federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone, cable communications service or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component..

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Cable System.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

5.5 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.6 The Mayor or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work that requires the disturbance of any street or that will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the prior written approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin or abut any of the said streets, alleys or other public ways and places. Existing poles, posts and other

structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Subject to the provisions of Section 34 of this Agreement, where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced. In the event that any municipal property or private property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings

to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior written consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed, or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

7.2 No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, for any transaction that is subject to approval by the NYSPSC, or for transactions otherwise excluded under Section 1.18 above.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the LFA shall then notify Franchisee in writing of the exact nature of the alleged (for purposes of this Article, the "Noncompliance Notice").

8.2 *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) cure such noncompliance; or (ii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, Franchisee shall request an extension of time to cure which request shall not be unreasonably denied. Upon notification by Franchisee to the LFA of the cure of any noncompliance, and the LFA confirming such cure, the LFA shall provide written acknowledgment that such cure has been effected.

8.3 *Public Hearing:* If Franchisee does not cure the noncompliance as required herein, the LFA shall schedule a public hearing to establish the noncompliance and to permit Franchisee to be heard on the question and to present evidence and arguments in its defense. . The LFA shall provide Franchisee thirty days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing.

8.4 *Enforcement:* Subject to applicable federal and state law, if after the public hearing set forth in Section 8.3, the LFA determines that Franchisee is in default of any provision

of this Franchise, the LFA may:

8.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

8.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

8.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 8.5.

8.5 *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 8.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

8.5.1 At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

8.5.2 Following the Revocation Hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA de novo. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

8.5.3 The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

8.6 *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law..

9.0 SEVERABILITY

9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval.

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall comply with all applicable Federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, Federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take measures to ensure that the System shall meet or exceed all applicable technical and performance standards of Federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

12.1 Subject to Federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

12.2 All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy-five (75) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by federal or State law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The Franchisee shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the Federal and State regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and take reasonable measures to adhere to maintenance policies that provide Service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will minimize inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain Service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

15.1.1 With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such Service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at Franchisee's actual cost.

15.1.2 All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

15.1.3 Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) residences per linear mile of aerial cable or greater, or areas with less than twenty-five (25) residences per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

15.1.4 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide Service to any person who fails to abide by Franchisee's terms and conditions of service.

15.1.5 Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Federal and State law.

15.2 It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15 of this Agreement, and to Federal law and FCC rules and orders, upon written request from Municipality, Franchisee may provide, without charge within the Municipality, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

16.2 Subject to Federal law and FCC rules and regulations, upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to the City Hall (or other place where the public business is conducted on behalf of the Municipality) in the Municipality as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service for the term of this Agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the City Hall (or other place where the public business is conducted on behalf of the Municipality), even if the City Hall (or other place where the public business is conducted on behalf of the Municipality) shall be comprised of more than one building.

16.3 AS USED IN THIS AGREEMENT, THE TERMS:

16.3.1 "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law.

16.3.2 "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to

the public, provided, however, that the term shall not include a professional, technical or public school library.

16.3.3 “Municipal office buildings” shall mean the Municipality’s City Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

16.4. In accordance with applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”) and the Sixth Circuit Court of Appeals decision on appeal in the matter (the “Sixth Circuit Ruling”), within a reasonable period of time following the Effective Date, the Franchisee shall provide written notice to the LFA of its intention to implement the 621 Order’s requirements regarding the provision of free or discounted Cable Service and other in-kind services rendered to public buildings under a franchise agreement consistent with the Sixth Circuit Ruling.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee’s said policies, rules, and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

17.3 In consideration of the grant of the rights in this Agreement for the term described herein, and subject to Section 17.3.1. and 17.3.2., Franchisee shall pay to Municipality, for the exclusive support of PEG access capital needs, an initial grant in the sum of two thousand dollars (\$2,000.00) (“The Initial Grant”), payment shall be made no later than sixty (60) days after the Effective Date. In addition to the Initial Grant, Franchisee shall pay to the Municipality the sum of twenty cents (\$.20) per subscriber per month for ten (10) years commencing on the Effective Date. Franchisee shall make 40 payments to the LFA during the term of the Franchise. Such payments shall be made no later than sixty (60) days following the end of each calendar quarter. The first payment shall be made no later than sixty (60) days following the end of the next succeeding calendar quarter following the Effective Date. Municipality shall use the funds described in this Section 17 only for PEG access capital support and for the sole benefit of Franchisee’s subscribers.

17.3.1 By January 30 of each calendar year in which Franchisee has provided monetary support for PEG access capital needs pursuant to this Agreement, Municipality shall provide Franchisee with a written report detailing Municipality’s PEG-related expenditures, inclusive of expenditures for debt service, for the prior calendar year, certified by a representative of Municipality or the third-party organization administering access PEG activities, as applicable.

17.3.2 The Municipality shall impose the same obligations as those in this Section 17.3 on all new and renewed providers of Cable Service in the Municipality.

17.3.2.1 In any event, if any new or renewed franchise agreement contains obligations that are not substantially equivalent to the obligations imposed in this Section 17.3, Franchisee's aggregate obligations under Section 17.3 shall be reduced to a substantially equivalent amount. .

17.4 To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding calendar quarter (the "Franchise Fee"), provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on franchise fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a quarterly basis for the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Each such payment shall be due no later than forty-five (45) days after the close of each such period.

18.2 Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

18.3. A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the Municipality.

18.4. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law..

18.5 Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the Municipality shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Municipality at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Municipality. Following the notice period set forth herein, Franchisee shall make such books and records available to the Municipality at a mutually agreed upon location in the Municipality. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years from the date on which payment is due and payable from the

Franchisee to the Municipality, except that in the event the Municipality provides notice to the Franchisee of its intention to audit the Franchisee, Franchisee shall retain all records for a period of six (6) years of the date of said notification. Maintenance of records for longer than six (6) years shall not constitute a toll of the applicable statute of limitations under the law. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Municipality. The Municipality shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the Municipality deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the Municipality receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the Municipality shall notify the Franchisee of such request. If the Municipality determines in good faith that public disclosure of the requested information is required under FOIL, the Municipality shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551. If during the term of this agreement, Federal law is amended so as to permit a cable franchise fee in excess of 5% of gross revenues (as such term may be defined under applicable law), then, upon the written request of the Municipality to Franchisee, Franchisee agrees to re-open negotiations with Municipality on the topic of such franchise fee, provided Municipality makes the same request of all other cable service providers operating in the municipality and provided that, in the event Franchisee's negotiations with the Municipality result in an amendment to the Franchise to provide for a cable franchise fee in excess of 5%, Municipality requires at least the same franchise fee (measured as a percentage and definition of base of revenues subject to the fee) of all other cable service providers.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

- 19.1.1** Bodily injury or death: \$1,000,000 per occurrence
- 19.1.2** Property damage: \$1,000,000 per occurrence
- 19.1.3** Excess liability or umbrella coverage: \$10,000,000 per occurrence

19.2 The Municipality shall impose at least the same insurance obligations as those in this Section on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount

than the obligations imposed in this Section, Franchisee's obligations under this Section shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, including reasonable attorneys' fees, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence or willful misconduct.

19.4 Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.6 Upon written request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of the Department of Financial Services, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in Federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYSPSC in performing such testing.

22.2.1 The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests.

22.2.2 The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as reasonably necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

22.3 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon written request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provisions of Section 25.

24.2 Upon written request of the Municipality, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

24.3 Subject to the requirements of Section 895.1(t) of the NYSPSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

25.0 MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's normal business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat

all materials submitted by Franchisee as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5 In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records previously submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its reasonable sole discretion and subject to the municipality's right to seek judicial determination of the designation that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 . Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents,

contractors or subcontractors pursuant to this Agreement, for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by Federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

30.1 Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 Municipality and Franchisee shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the parties may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31.0 NOTICE

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class certified mail, return receipt requested, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, New York

With a copy to:

Cablevision Systems Long Island Corporation
c/o Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101

Attention: Legal Department

Notices to the Municipality shall be mailed to:

City of Glen Cove
9-13 Glen Street
Glen Cove, NY 11542
Attention: Mayor

Notwithstanding anything herein to the contrary, all regulatory notices from Franchisee to the Municipality which are required pursuant to 47 C.F.R. Part 76 may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

32.2 Not less than thirty (30) days prior to any performance evaluation sessions, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation session shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, Federal or State filings.

32.3 During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than six (6) years prior to Municipality providing notice to Franchisee. The failure of the Municipality to enforce any of the terms of this Agreement shall not be deemed a waiver of the Municipality's right to strictly enforce the terms of the Agreement with respect to any future acts or failure to act of the Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar

authorization. If Franchisee believes that a proposed franchise, franchise renewal or similar authorization contains material provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms herein, upon the effective date of the other franchise, franchise renewal or similar authorization. For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 15; Section 16; Section 17; Section 18; and Section 19.

34.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition for Franchise Agreement amendments that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee's petition.

34.3 Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under Federal, State or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPSC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

[SIGNATURE PAGE TO FOLLOW]

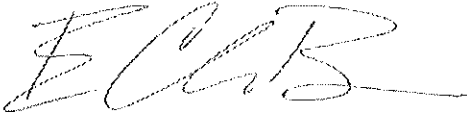
IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

City of Glen Cove

BY: _____

Date: _____

CABLE SYSTEMS LONG ISLAND CORPORATION

BY: 
Chris Bresnan , Vice President, Government Affairs

Date: 12/5/2025

EXHIBITS:

Exhibit A: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE