

(212) 820-9662

November 23, 2022

Michael A. Piccirillo
City Controller
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Dear Mike:

Pursuant to your request, we submit this letter providing for the terms of our engagement as bond counsel to the City of Glen Cove, New York (the "City"). If you are in agreement, please sign or arrange for any other appropriate officer of the City to sign in the space provided and return a copy to me either by email or hard copy. We appreciate the opportunity to serve the City.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the City of Glen Cove, New York. We will be engaged hereunder to render legal advice to the City as its bond counsel in connection with the issuance of the bonds or notes of the City pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the City being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the City will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render an Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

- (a) Participation in discussions and conferences with representatives of the City, regarding the City's financing program and requirements;
- (b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the City and the City's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the City and therefore will not have any specific responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the City, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing.

Our Opinion will be addressed to the City and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications furnished to us, including representations and certifications of public officials, counsel for and representatives of the City, any credit enhancer of the Obligations, and the underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the City and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the City will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the City's other counsel as to the issuance: (i) not constituting or creating a default in the performance of the City's outstanding contractual duties and obligations, (ii) being in contravention of any legislative and regulatory provision and (iii) being in compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the City as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

- (i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (iii) Preparing blue sky or investment surveys with respect to the Obligations.
- (iv) Drafting state constitutional or legislative amendments;
- (v) Pursuing test cases or other litigation such as contested validation proceedings;
- (vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the City or any other party or of the Obligations;

- (vii) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and
- (viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the City shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the City no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Bonds, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the City.

It is also expressly agreed that (i) our client for purposes of this representation is the City and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the City or in which the City has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* This engagement shall commence on January 1, 2023 and shall terminate on December 31, 2024; provided, however, that either the City or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the City in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the City's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the

City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the City may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The City consents to the firm simultaneously representing such underwriters or purchasers and the City. The City acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the City has consulted with other independent counsel and that it has exclusively relied upon such other counsel, if any, in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The City agrees that any communications between the lawyers and staff working on the City of Glen Cove matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

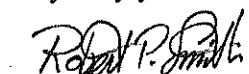
8. *Client Responsibilities.* The City agrees to cooperate fully with us and to provide promptly all information known or available to the City relevant to our representation. The City also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the City. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,



Robert P. Smith

Agreed and Accepted:

CITY OF GLEN COVE

By: _____

Title: _____

Date: _____

Exhibit A

FEES

The bond counsel fees for delivery of legal opinions concurrently with the issuance of bonds and notes by the City of Glen Cove the ("City") would generally be computed as follows:

Bond Issues other than Refunding Issues

Base charge of \$1,850 in connection with the preparation of proceedings relating to the public or private sale of serial bonds, plus a charge of \$1.25 per \$1,000 principal amount of bonds issued up to \$5,000,000, and \$1.00 per \$1,000 principal amount of bonds in excess of \$5,000,000.

Note Issues

Our schedule of fees for notes, including bond anticipation notes, tax and revenue anticipation notes, capital notes and budget notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, is 75¢ per \$1,000 principal amount of notes issued up to \$5,000,000, and 60¢ per \$1,000 principal amount of notes in excess of \$5,000,000, plus a base charge of \$750.

Resolution Preparation and Disclosure and Tax Review

Our fee for preparation of tax anticipation note and revenue anticipation note resolutions is \$300. Our fee for preparation of bond resolutions ranges between \$300 and \$750 depending upon the degree of research and complexity involved in the preparation of each bond resolution. If more than one capital project is authorized in a single bond resolution we would charge an additional project fee of \$35 per project. If the City prepares an Official Statement or other disclosure document in connection with a bond or note issue, we would ask to be compensated in an amount in the range of \$750 to \$1,500, depending upon our level of involvement, for our assistance in review of the disclosure document. If tax-exempt bonds or notes are to be issued, we would request a fee between \$750 and \$1,250 for review and analysis of federal tax matters affecting the City's bonds or notes.

Refunding Bond Issues

Due to the many variables involved with refunding bond issues (whether sold by competitive or negotiated sale) we would propose that the fees for such issues be mutually agreed upon on a per-transaction basis, based on the nature and complexity of the financing, prior to commencing work on any such transaction.

Hourly Fees

We do not expect that any situation will arise which would require any additional hourly billing for legal services. For matters apart from the usual services relating to City bond or note issues, such as responding to audits or inquiries of the Internal Revenue Service (IRS), Securities and Exchange Commission (SEC) or other authorities, or special research on behalf of the City, we would propose to bill at an hourly rate acceptable to the City, as agreed upon for each such matter.

Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and messenger charges. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance.

Billing Procedure

With respect to bond and note issues, it is our practice to submit a bill within two to four weeks following a closing. Unless otherwise requested by our clients, our statements identify the pertinent financing, state the fee, and enumerate by general category the total amount of disbursements. With respect to other matters, our statement would list and identify by number of hours and name, the time spent by individual attorneys on particular matters. Such billings would ordinarily occur not more than monthly, subject to modification demanded by the intensity of our involvement with the City. We, however, would gladly provide more detailed documentation of any or all charges at the request of the City.

Should you have any questions with respect to the foregoing or should such billing method not be desirable, we would appreciate the opportunity to consult with you in order to formulate a new method satisfactory to you.

PROFESSIONAL CONSULTING AGREEMENT

AGREEMENT made as of this 1 day of January, 2023, by Elm Consulting Group Ltd., 31 Dosoris Way, Glen Cove, New York 11542 (hereafter referred to as "Consultant"), and the City of Glen Cove, a municipal corporation in the County of Nassau and State of New York (hereafter referred to as the "City"), 9 Glen Street, Glen Cove, New York 11542;

WHEREAS, the City and Consultant desire to enter into an agreement for the performance by Consultant of professional services in connection with certain activities being conducted in the City, specifically, to manage the City's Municipal Golf Course operations including facilities and activities; to administer concessionaire contracts and ensure that contract provisions are met; to oversee facilities maintenance activities; and to do related work as hereafter more particularly stated;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall be under the supervision and be directly responsible to the Mayor of the City. Consultant shall regularly report and consult with the Mayor or his/her designee, with regard to the services it renders pursuant to this Agreement and shall execute and carry out any directives given by the Mayor in connection with the duties to be performed by it under this Agreement. Consultant shall use its best efforts, in accordance at least with prevailing minimum area standards for same, to perform professional services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the City, including but not limited to the following:

Golf Course Duties

- A. Oversee and manage, in cooperation with the Golf Professional and the Greens Keeper, Golf Course functions, outings, tournaments, activities, operations and maintenance.
- B. Develop standards of quality for Golf Course staff and ensure the development and implementation of goals and objectives for the Golf Course.
- C. Assist in negotiating concessionaire contracts; administer contracts and review revenues and expenditures and ensure that contract provisions are being met for pro-shop, restaurant and related activities.
- D. Review all maintenance activities in cooperation with the Greens Keeper for Golf Course maintenance.
- E. Review work orders, prioritize work and review work in progress and upon completion, ensure that work meets accepted standards and requirements; resolve contract problems.
- F. Plan and implement, upon approval and in cooperation with the Greens Keeper and Golf Professional, short- and long-term renovation of course grounds and facilities; analyze alternatives and determine whether such renovation should be done by City or by a contractor.
- G. Participate in the development of specifications for capital improvements.
- H. Provide for training and development Golf Course staff.
- I. Resolve public concerns and complaints regarding Golf Course facilities and functions; confer with concessionaires regarding their services and ensure that standards are set for maximum public participation and enjoyment.
- J. Prepare and administer the Golf Course's budget, including appropriate budgetary controls.

K. Ensure compliance of Golf Course activities with applicable codes, regulations and guidelines.

L. Review Golf Course charges and fees and ensure that they are appropriate in the current market.

M. Enforce on-site City ordinances regarding the safe and proper use of Golf Course facilities.

N. Coordinate facilities and course maintenance activities with the Greens Keeper and staff of other City departments.

O. Coordinate and oversee the design and renovation of Golf Course facilities and grounds with Greens Keeper and staff of other City departments.

P. Prepare and direct the maintenance of accurate records, files and reports related to the work of the Golf Course.

Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the City, and shall have no authority to act as an agent or representative of the City or to enter into any financial or other contractual commitment on behalf of the City without the prior written approval of same granted in accordance with law. This Agreement shall be effective from January 1, 2023, to December 31, 2023, unless sooner terminated as provided hereafter.

2. **DUTIES OF THE CITY:** City will furnish Consultant for his sole use and occupancy reasonable office space at the Golf Course for the operation of its business.

3. **PAYMENT:**

(a) Fee Paid. The City shall pay Consultant Annual fee of \$50,000.00 which shall be payable in equal installments of \$ 4,166.67 per month appropriated for services performed hereunder during the term of this Agreement. Payment for fractional periods shall be pro-rata.

(b) Rendition of Invoices. Payment of fees will be made upon the submission by Consultant to the City Controller of invoices in the form

prescribed by the City. Such invoices shall specify in detail the periods for which fees are claimed and the services performed.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective from January 1, 2023, to December 31, 2023, unless sooner terminated as provided hereafter. This Agreement shall be effective for the period provided. It may be terminated with or without cause, for any reason whatsoever, at any time by either party by giving thirty (30) days written notice to the other.

5. **CONFLICTS OF INTEREST:** Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the City, directly or indirectly, Consultant agrees promptly to disclose any and all such conflicts, of interest in writing to the City, giving full particulars.

6. **TITLE TO DATA AND PROPERTY PRODUCED BY CONSULTANT:** Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the City and Consultant, consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the City.

7. **CONFIDENTIALITY:** Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduces, any information or other such document or data obtained, learned or produces as a result of the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not unreasonably be refused, and to both require and furnish copies to the City of an identical covenant executed by all agents, employees, or subcontractors of Consultant participating in the rendering of the services hereunder.

8. **INSURANCE AND INDEMNITY:** Consultant shall, at its own cost and expense, procure insurance for the term of this Agreement to protect Consultant from claims under the Workers Compensation

Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including death, which" may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursed to Consultant by the City, including, but not limited to, salaries and wages of Consultant's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such Disability and Unemployment insurance as required by law.

9. **COMPLIANCE WITH LAWS** : Consultant agrees to comply with all New York laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

10. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is hereby deemed to be complete, take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto, All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing and this Agreement may not be assigned or transferred by Consultant without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

THE CITY OF GLEN COVE

By Pamela D. Panzenbeck - Mayor

ELM CONSULTING GROUP LTD



By John Grella



179 WESTBURY AVENUE, CARLE PLACE, NEW YORK 11514 PHONE (516) 334-4500 FAX (516) 334-4501 WWW.SOKOLOFFSTERN.COM

STEVEN C. STERN
SSTERN@SOKOLOFFSTERN.COM

December 1, 2022

Via Email

Tip Henderson, City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: Retainer Agreement for Legal Services

Dear Mr. Henderson:

I write in furtherance our discussions concerning this firm's continuing legal representation of the City of Glen Cove, its officials and employees, with respect to various matters. We sincerely appreciate the confidence the administration has expressed in us, and we value our continuing relationship with the City. The following explains the terms of the representation.

In accordance with our discussion, we will charge the City of Glen Cove for our services at the following hourly billing rates, together with the cost of any disbursements and/or expenses that we agree to outlay on the City's behalf, beginning on January 1, 2023.

Our rates for all personal injury and/or property damage cases will be \$200 for partners, \$175 for associates, and \$110 for paralegal time. Our rates for all other matters, including civil rights cases, will be \$250 for partners, \$225 for associates, and \$110 for paralegal time. We will provide you with detailed, itemized invoices to document our fees and expenses in this matter as we have done in the past. The Mayor's signature at the bottom of this letter will indicate the City's agreement to these terms.

At the instance of either party, any dispute as to whether either party has failed to honor the agreement or as to the amount of any legal fees will be submitted to and resolved by an arbitration panel convened pursuant to Part 137 of the Rules of the Chief Administrator of the New York State court system. If you have any questions or wish to discuss this matter further, please do not hesitate to call me. Thank you again for your confidence in our firm.

We truly appreciate our longstanding relationship with the City of Glen Cove, and its continued confidence in our law firm.

Very truly yours,

SOKOLOFF STERN LLP

A handwritten signature in black ink that reads 'Stu C. Stern'.

STEVEN C. STERN

Pamela Panzenbeck, Mayor

AGREEMENT ("Agreement") effective as of the 1st day of January, 2023, made by and between the **CITY OF GLEN COVE**, a Municipal Corporation with its office located at City Hall, Glen Cove, New York 11542 (hereinafter referred to as "City"), and **CLAIMS SERVICE BUREAU OF NEW YORK INC.**, a New York corporation with business offices located at 21 Hempstead Avenue, Lynbrook, New York 11563 (hereinafter referred to as "Consultant") (together, the "Parties").

W I T N E S S E T H

WHEREAS, the City maintains and operates municipal offices, which provide various municipal services to the residents and businesses in the City of Glen Cove; and

WHEREAS, pursuant thereto, the City is self-insured, protecting itself from liabilities pertaining to any and all claims for damages to property and for personal injuries, including death, arising from or on City-owned property or in connection with City municipal services and operations; and

WHEREAS, from time-to-time, various incidents and accidents are reported to the City in connection with City-owned property and City municipal services and operations, which incidents and accidents may ultimately give rise to claims for damages against the City; and

WHEREAS, Consultant has expertise and experience examining incident and accident reports received by self-insured municipalities relative to either personal injury or property damage from or on municipal-owned property or in connection with municipal services and operations; and

WHEREAS, the City desires to retain the services of a consultant to examine incident and accident reports received by the City relative to either personal injury or property damage covered by its self-insured programs; and

WHEREAS, the City and Consultant desire to enter into an agreement whereby Consultant will provide said services to the City.

NOW, THEREFORE, it is agreed between the above parties as follows:

1) **Scope of Services**

The designated projects to be assisted and professional services to be provided by Consultant are set forth in Exhibit "A," which is annexed hereto and made a part hereof.

2) **Term**

The term of this Agreement shall be for one (1) year, commencing on January 1, 2023 and ending on December 31, 2023 (the "Term"). Notwithstanding the Term of this Agreement, the City may terminate this Agreement at any time, with or without cause, without penalty, upon thirty (30) days prior written notice mailed to the Consultant at the address specified above. In the event of said early termination, Consultant shall be entitled to payment only for services actually rendered prior to said termination, with no further obligation on behalf of the City.

3) Payment

- a) The City will pay Consultant an annual consulting fee of \$11,500, payable in monthly installments of \$958.34 commencing January 1, 2023 and ending December 31, 2024.

Consultant shall submit an appropriate voucher/invoice on a monthly basis setting forth the services provided under this Agreement. City shall pay Consultant upon presentment of said voucher/invoice, or shortly thereafter. The City will additionally reimburse Consultant for any out-of-pocket expenses incurred in the course of Consultant's rendering the consulting services contracted for herein, provided, however, that Consultant receives prior approval of said expenses from the Mayor or the Mayor's designee.

- b) In situations where a claim is made and/or an accident report has been filed which clearly indicates that a claim should be expected, all services provided hereunder in connection therewith (including, without limitation, the creation of a file, the posting of a reserve, investigation, and the like) will be provided at a billing rate of \$60.00 per hour plus allocated and City-approved expenses.

4) Independent Contractor

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. Consultant is an independent contractor and covenants that it will conduct itself consistent with said status. Consultant will neither hold itself, or any of its agents or employees, out as, or claim to be, an employee of the City by reason hereof, and shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement or pension membership or credit. Nothing in this Agreement shall be interpreted to result in the reduction or elimination of medical insurance coverage or medical benefits which any employee of the Consultant receives by virtue of being a retiree of the City or a pensioner of the New York State Retirement System.

5) Accountability

Consultant shall report directly to the Mayor of the City, or her designee, and shall regularly report and consult with the Mayor, or her designee, with regard to the services it renders and projects completed pursuant to this Agreement.

6) Insurance

Consultant shall, at its sole cost and expense, procure insurance for the Term of this Agreement from companies licensed to do business in the State of New York, to protect Consultant from claims under the Workers Compensation Law, or comply with the provisions of said Law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including, without limitation, death, which may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and shall name the City of Glen Cove as an "additional insured."

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the written prior approval of the City for adequacy form and protection.

7) Assignment

This Agreement is non-assignable by Consultant, except that it may assign the same to a corporation in which it is the sole officer, director and shareholder.

8) Notification and Payments to Consultant

Any notification and payments sent to the Consultant in relation to this Agreement shall be sent via regular mail to the address set forth above, or at such other address or addresses as Consultant may from time-to-time specify in a written notice so given to the City.

9) Entire Agreement

The Parties hereto acknowledge that this Contract embodies the entire understanding of the Parties, and that any modification hereto will have no effect unless in writing, and fully executed by both Parties hereto.

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

CITY OF GLEN COVE

CLAIMS SERVICE BUREAU OF NEW YORK INC.

By: _____
Name:
Title:

By: 
Name: DAVID G. HUTCHINSON
Title: President

CHASE, RATHKOPF & CHASE, LLP

ATTORNEYS AT LAW

48 FOREST AVENUE

GLEN COVE, NEW YORK 11542

TELEPHONE: (516) 671-5880

TELECOPIER: (516) 671-0740

JOHN M. CHASE

LESTER H CHASE (1910-2010)

DAREN A RATHKOPF (1933-2022)

E-MAIL: JMCHASE@CHASERATHKOPF.COM

-Of Counsel-

HENRY C. DECSI, JR., CPA

RICHARD S. PRISCO

TIP HENDERSON

December 14, 2022

Hon. Pamela Panzenbeck
Members of the City Council
City of Glen Cove
City Hall, 9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Services for Representation of the City of Glen
Cove Planning Board and Zoning Board of Appeals

Dear Mayor Panzenbeck and Members of the City Council:

Thank you for the continued opportunity to serve as special counsel to the Planning Board and Zoning Board of Appeals (collectively the "Boards") of the City of Glen Cove (the "City"). I submit this letter as our Retainer Agreement setting forth the terms and conditions of Chase, Rathkopf & Chase's (the Firm's) legal services to the City commencing January 1, 2023.

1. Application Services. The Firm shall provide legal services relating to all land use applications to the Boards for which the Firm will be paid by the City and for which the applicants will be liable to reimburse the City as set forth in §245-13 and §280-12 of the City Code. If the required deposits or replenishments thereof as set forth in sections 280-12(D) and (E) of the City Code to be made by the Applicants to defray the costs of the legal fees incurred by the City are not made, for whatever reason, then the City shall be liable to the Firm for the legal fees incurred with respect to such applications. All legal services provided by the Firm relating to land use applications to the Boards involving single or two-family dwellings not used for any income-producing purposes, e.g., rental property, shall be paid for by the City as part of the annual retainer fee with the Firm as set forth herein. Such Application Services shall include, but not be limited to, the following:

(a) Review of all applications, plans, maps and the like filed with the Boards as is necessary and required to properly and effectively represent and advise the Boards with respect to such applications to insure compliance with all applicable City, County, State and Federal laws, rules and regulations including the NYS General Municipal Law and the NYS Environmental Quality Review Act ("SEQRA");

(b) Preparation of all correspondence, documentation, memoranda, opinions, resolutions, decisions, and the like as may be required by the Boards;

(c) Correspondence, consultations, telephone conversations and meetings with the building inspector and building department personnel in connection with their preparation of public notices and agendas for the Boards;

(d) Preparation for and attendance at all regular and special hearings and meetings of the Boards;

(e) Telephone conversations, consultations, correspondence and meetings with the applicants, their attorneys and other professionals as necessary or required in connection with the filing and/or prosecution of all applications before the Boards;

(f) Conferences, consultation, correspondence and meetings with City officials, staff and personnel, the City's planning consultant, the City's building inspector and the planning and building department personnel as is necessary and required to properly and effectively represent and advise the Boards in connection with all pending land use applications before the Boards;

(g) Legal research and preparation of memorandums of law and opinion letters as may be requested by the Boards in connection with all pending land use applications before the Boards;

(h) Coordination and supervision of all outside counsel and other consultants retained by the Boards or the City in connection with all pending land use applications.

(i) All other normal and customary services related to the land use applications before the Boards as is reasonably necessary and appropriate or as is directed by the Boards.

2. **Retainer Services.** Services to be rendered to the City by the Firm that shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such services shall include the following:

(a) Consultations, telephone conversations and meetings with the Chairperson and members of the Boards and the Secretary to the Boards with respect to general inquiries or issues relating to the Boards' rules, regulations and/or procedures;

(b) All Application Services provided by the Firm relating to all land use applications to the Boards involving single or two family dwellings which are not used for any income-producing purposes e.g. rental property;

3. **Additional Services:** The Firm will also render such Additional Services as requested and required by the City which may include, but not be limited to, the following:

(a) **Litigation:** Representation of the City and the Boards in any civil litigation including, but not limited to, Article 78 proceedings brought to review any actions of the City or the Boards and including any subsequent appeals of judgments rendered in connection with such litigation. In the event that an applicant or other interested party shall request a long form decision as provided in Section 280-28(c)(6)(a) of the City Code, the preparation of said long form decision by the Firm shall be deemed litigation and payable by the City as a litigation expense.

(b) **Special Services:** Representation of the Boards and/or the City in connection with special assignments requested or directed by the Boards or the City that do not directly involve land use applications pending before the Boards. These Special Services shall include all services requested or directed by the Boards or the City that are beyond the scope of the "Application Services" set forth in paragraph "1" above, the "Retainer Services" set forth in paragraph "2" above and the firm's separate retainer agreement with the City for City Attorney services.

4. **Fees and Costs:**

(a) **Services**

(i) **Application Services:** For the services described in paragraph "1" above to be billed to and paid by the City and reimbursed to the City by the applicants pursuant to §245-13 and §280-12 of the City Code, the Firm shall be paid legal fees based on the actual time spent at the hourly rate of \$350.00 for an attorney.

(ii) **Retainer Services:** For the services described in paragraph "2" above, the Firm shall be paid a monthly retainer of \$3,150.00.

(iii) **Additional Services:** For the services described in paragraph "3" above, the Firm shall be paid legal fees based on the actual time spent at the hourly rate of \$350.00 for an attorney.

The Firm charges for all time each attorney spends on any matter or proceeding, including time spent drafting documents, conducting legal research, conferring, attending meetings and conferences, preparing correspondence and memoranda and engaging in telephone calls with you, other counsel, or other persons. The hourly billing rates proposed are reduced rates for municipal clients.

(b) **Disbursements.** In addition to fees described above, the City shall be charged for all of the Firm's out of pocket costs and expenses borne by the Firm in the performance of the services as provided herein including, without limitation, filing fees, costs of service of

process, fees for expert witnesses, witness-subpoena fees, overnight delivery service charges, photocopy charges, printing costs, postage, facsimile and telephone charges and other customary office disbursements. In the event a third party bill is in excess of \$500.00, we may ask you to pay the vendor directly.

(c) Statements:

(i) Monthly Statements. Unless a different billing period is agreed upon, the Firm will render to the City more or less on a monthly basis a statement of charges for services rendered and costs advanced or incurred during the calendar month. Every statement for Additional Services will include the date of each activity, a brief description of the activity, the time spent on each activity, and the person preparing the task. Outstanding balances are due upon receipt of the invoice.

(ii) Interim Statements. We reserve the right to prepare and render interim statements when appropriate, reflecting all current costs and charges due, and such balances are likewise due upon receipt of an invoice.

5. City Attorney Services. Pursuant to a separate Retainer Agreement approved by the City, the Firm will also continue to act as City Attorney for the City. The City acknowledges that this agreement is supplemental to said separate agreement for City Attorney services and shall not be deemed or interpreted as part of the retainer agreement for legal services as the City Attorney.

6. Right to Arbitration. Under Part 137 of the New York Rules of the Chief Administrator of the Courts (22 NYCRR), the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

7. No Representations Regarding Outcome of Matters or Proceedings. It is specifically acknowledged that we make no promises, representations, or guarantees, express or implied, concerning the outcome of any matters or proceedings. You acknowledge that we have not promised, represented or guaranteed and cannot promise, represent or guarantee the outcome or success of any action taken by us in the performance of the services provided for by this Agreement.

8. Communications.

(a) We will keep you informed as to the status of the Services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action, and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact John M. Chasc who will be responsible for addressing your inquiry.

(b) Periodically, the Firm distributes promotion materials which include listings of representative clients in a variety of industry and service groups. Accordingly, from time to time, we may refer in our materials to our representation of the City without disclosing confidential information.

9. **Withdrawal or Discharge of Attorneys.**

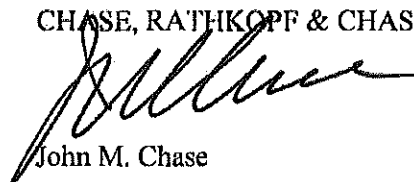
(a) The City Council shall have the right to discharge the Firm at any time for any reason upon written notice to the Firm. In such case, the Firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

(b) The Firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the Firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

I thank you for the opportunity to continue to represent the Planning and Zoning Boards of the City of Glen Cove. Please let me know if there is anything further you may require.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP



John M. Chase

AGREED AND ACCEPTED
January , 2023

CITY OF GLEN COVE

By: _____

4. consultation with the City's Freedom of Information Law (FOIL) appeals officer and preparation of the decisions made on appeals.
5. consultation with outside counsel on all matters referred to them as may be required by the City;
6. consultation and advice with the Mayor and City Council regarding legal and contractual matters;
7. attend Council and pre-Council meetings, meetings with City departments and agencies, and meetings with parties conducting or wishing to conduct business within the City as requested by the Mayor;
8. handle employee grievances and disciplinary proceedings unless such a matter would, in the best interests of the City, be better handled by outside counsel;
9. preparation of employee buyout agreements as provided by the terms of the collective bargaining agreements.

NON-RETAINER SERVICES

The Firm shall also provide the following non-retainer services to the City:

1. the defense of Small Claims Assessment Review (SCAR) proceedings including preparation for and appearances at administrative hearings;
2. representation of the City in actions, suits and proceedings by or against the City not referred to outside counsel, including appeals from City Court prosecutions, and to compromise and settle the same as approved by the City;
3. appeals from orders, decisions or judgments in all actions, suits and proceedings as approved by the City.

SERVICES NOT INCLUDED

Unless otherwise agreed to by the Firm and the City, the Firm will not be responsible to perform the following services:

1. providing counsel to the City with respect to collective bargaining agreements;
2. recodifying the Code of the City of Glen Cove;
3. preparing a Master Plan for the City;
4. providing counsel to the City with respect to City bonds and bonding matters;

If the parties disagree as to whether a matter is included any of the foregoing categories or as to which category the matter should be considered, they shall work together in good faith to determine how the matter will be categorized.

In the event any action, suit or proceeding by or against the City involves legal matters which require the services of special counsel as determined by the Firm and the City, said matters shall be referred to special counsel on terms and conditions agreed to by the City.

COMPENSATION

For the Retainer Services, the City shall pay the Firm \$200,000 to be paid in equal monthly installments in the sum of \$16,666.66 and shall be reimbursed by the City for all expenses and costs incurred by the Firm in those matters .

For the Non-Retainer Services, the compensation to be paid the Firm shall be determined at the time of engagement. In the event the parties fail to agree upon compensation, the City may choose to engage other counsel. The Firm shall invoice the City for these services on a more or less monthly basis.

The City shall not provide any Firm member with health insurance or make contributions to any pension or retirement accounts.

GENERAL TERMS

We will keep the City informed as to the status of the services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact Tip Henderson who will be responsible for addressing your inquiry.

The City acknowledges that Tip Henderson, shall be primarily responsible to perform the services provided for herein and that all correspondence and communications with the Firm shall be directed to him. The City further acknowledges and agrees that other members of the Firm shall be providing services to the City as well.

Pursuant to a separate Retainer Agreement approved by the City, the Firm will continue to represent the Planning Board and the Zoning Board of Appeals. John Chase, Esq. will continue to be primarily responsible for the Firm's performance of the services provided thereunder.

The Firm shall maintain professional liability coverage throughout the term of this agreement with limits no less than \$1,000,000 each occurrence and shall provide evidence thereof.

The City has the right to discharge the Firm at any time for any reason upon written notice to the Firm. In such case, the Firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

The Firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the Firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

Pamela Panzenbeck, Mayor
December 20, 2023
Page 4 of 4

Under Part 137 of the New York Rules of the Chief Administrator of the Courts (22 NYCRR), the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

If the foregoing meets with your approval, please sign your consent to this agreement on the line provided below.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP

by: 

Tip Henderson

CITY OF GLEN COVE

by: _____
Pamela Panzenbeck, Mayor

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this ____ day of _____, 2022 by and between the City of Glen Cove, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and completing each Issue undertaken by the City.
- 1.02 Discuss plan of financing including funding requirements and structuring alternatives, given local resources, market conditions, budgetary constraints, future capital needs and such other matters as the City and CMA deem relevant.
- 1.03 Make presentations to the City Council and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the City's request.
- 1.04 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance (if necessary), DTC Letter of Representations and debt statement.
- 1.05 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, escrow agent, verification and financial printer, if appropriate.
- 1.06 Prepare and maintain a financing schedule, cost of issuance for refunding transactions and take such other actions requested by the City to efficiently manage each Issue.
- 1.07 Post the sale documents on CMA's website, send an email to prospective bidders and post notice in The Bond Buyer to market the Issue.
- 1.08 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.09 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.10 Prepare and file required Continuing Disclosure and Material Event Notice Filing Pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934.

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the City as described in Section 1 hereof, CMA's fees, some of which are contingent on a financing closing, will be as follows:

- For new money bond issues: a base fee of \$9,750 plus \$0.65 per \$1,000 of bonds issued
- For note issues: a base fee of \$5,200 plus \$0.30 per \$1,000 of notes issued
- For refunding bond issues: a base fee of \$19,500 plus \$1.05 per \$1,000 of bonds issued plus \$5,000 per each additional series of bonds refunded or refunding bonds issued
- For capital lease issues: a base fee of \$6,500 plus \$.50 per \$1,000 of lease debt issued
- For Continuing Disclosure Services as required by the SEC: \$2,600 annually
- For services unrelated to a bond or note issuance: an hourly fee of \$195 per hour.

2.02 The City will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2024.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB

Capital Markets Advisors, LLC

Independent Financial Advisors

is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Given the wide diversity of CMA's clients and sources of revenue, we do not believe that the contingent nature of CMA's compensation in this agreement creates a material conflict of interest.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

Capital Markets Advisors, LLC

Independent Financial Advisors

- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 7 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 8 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Glen Cove, New York

Richard Tortora

Richard Tortora
President

By: _____

Name: _____

Title: _____



Proposal of Insurance

City of Glen Cove

9 Glen Street
Glen Cove, NY 11542

Presented: December 23, 2022

Effective: December 30, 2022

John R. Dina,
Senior Vice President, Client Executive
Arthur J. Gallagher Risk Management Services, Inc.
One Jericho Plaza Suite 200
Jericho, NY 11753
(516) 745-0800
John_Dina@ajg.com



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Service Team

John R. Dina has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
John R. Dina Senior Vice President, Client Executive	(516) 622-2417	John_Dina@ajg.com	Co – Producer
Phil Westerman Senior Vice President	(516) 622-2530	Phil_Westerman@ajg.com	Co – Producer
Noelle Bonanno Client Service Manager	(516) 622-2511	Noelle_Bonanno@ajg.com	Client Service Manager
Brendan Burke Claims Advocate	(914) 697-6048	Brendan_Burke@ajg.com	Claims Advocate (P&C)

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (516) 745-0800

Service Commitment

Account Service

At Arthur J. Gallagher & Co., our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

Profit Center Premium Allocations

We will provide premium breakdown by entities and/or location schedule.

Automobile Identification Cards

ID cards will be issued upon binding of coverage.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of request.

Quarterly Account Review

Quarterly account reviews will include review of claims, exposures, audits, and service.

Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.



Arthur J. Gallagher & Co.

Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

At Arthur J. Gallagher and Co. our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.



For the client, words and pledges only go so far. In order to deliver on our promise, Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible:

- **Clients get what they need, when they need it** – as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- **Our service team is able to focus on you**, and the solutions needed to support your unique business needs
- **We proactively manage your renewal cycle**, delivering a predictable timeline that creates time for thorough decision-making
- **You play a role in this too** – we're asking for more information ahead, so that you receive the best outcome, every time

Program Structure

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Package (Property/Boiler & Machinery)	Equipment Floater- Inland Marine	Automobile - 1 Firetruck
	City of Glen Cove	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
New York Municipal Insurance Reciprocal (NYMIR)	Package (Property/Boiler & Machinery)	Recommended Quote
Zurich American Insurance Company	Package (Property/Boiler & Machinery)	Quoted
New York Municipal Insurance Reciprocal (NYMIR)	Equipment Floater- Inland Marine	Recommended Quote
New York Municipal Insurance Reciprocal (NYMIR)	Automobile - 1 Firetruck	Recommended Quote

Program Details

Coverage: Package (Property/Boiler & Machinery) - Property
Carrier: New York Municipal Insurance Reciprocal (NYMIR)
Policy Period: 12/30/2022 to 12/30/2023

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	N/A	100 %

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Extra Expense	Limit	\$250,000	Per Occurrence
Earthquake/Flood Coverage	Limit	\$1,000,000	Per Occurrence
Earthquake/Flood Coverage	Limit	\$1,000,000	Aggregate
Building & Contents (TIV)	Limit	\$113,150,269	Per Occurrence

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Building & Contents (TIV)	\$50,000
Deductible	Earthquake/Flood Coverage	\$50,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Loss of Income - Actual Loss You Sustain		Actual Loss Sustain	Per Occurrence
Ordinance or Law	Limit	\$1,000,000	Per Occurrence
Valuable Papers	Limit	\$250,000	Per Occurrence
Accounts Receivable	Limit	\$250,000	Per Occurrence

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies
Actual Loss Sustained	Loss of Income - Actual Loss You Sustained

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies



City of Glen Cove



Endorsements include, but are not limited to:

DESCRIPTION

New York Changes - Fraud - IL 01 83 04 98
 Commercial Property Coverage Form - MPL-103-0393
 Personal Property Automatic Inflation Endorsement - MPL-107-0393
 Commercial Property Asbestos Clean Up, Abatement and Removal - MPL-109-0393
 Additional Municipal Property Extensions Endorsement - MPL-111-1097
 Ordinance or Law Coverage - MPL-115-0906
 Flood and Earthquake Coverage Enhancement Endorsement - MPL-112-0614

Exclusions include, but are not limited to:

DESCRIPTION

Government Action Exclusion
 War Exclusion
 Nuclear Hazard, Power Failure
 Nuclear Energy Liability Exclusion Endorsement - IL 00 23 07 02

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

NYMIR will perform an appraisal on all buildings we determine are in excess of \$50,000 replacement cost. The appraisal is a free service for NYMIR subscribers. Please note: Appraisal figures can lead to adjustments in your property premium.

Premium	\$268,445.10
Fees	
Fire Fee	\$2,196.11
Total Fees	\$2,196.11
ESTIMATED PROGRAM COST	\$270,641.21

Subject to Audit: Not Auditable

Additional Options:

Subscriber:	City of Glen Cove								
Policy Effective:	12/30/2022								
Line of Business	2021	Annualized	Diff%	2022	Diff%	\$50K Ded.	Diff%	\$100K Ded.	Diff%
Property	162,901.20	162,901.20	0%	258,473.60	59%	\$ 242,837.10	-6%	\$ 221,602.70	-9%
Boiler & Machinery	17,299.70	17,299.70	0%	27,382.30	58%	\$ 25,608.00	-6%	\$ 23,244.10	-9%
Inland Marine	17,547.20	17,547.20	0%	19,341.30	10%	\$ 19,341.30	0%	\$ 19,341.30	0%
Automobile	2,033.90	2,033.90	0%	1,911.80	-6%	\$ 1,911.80	0%	\$ 1,911.80	0%
Total	199,782.00	199,782.00	0%	307,109.00	54%	\$ 289,698.20	-6%	\$ 266,099.90	-8%

Statement of Values:

LOC.#/BLDG.#	ADDRESS	BUILDING VALUE	CONTENTS VALUE
1/1	9-13 Glen Street Glen Cove, NY 11542	\$14,045,789	\$450,500



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2/1	1 Bridge Street Glen Cove, NY 11542	\$5,516,210	\$530,000
3/1	Glen Cove Avenue Glen Cove, NY 11542	\$7,156,421	\$132,500
4/1	128B Glen Street Glen Cove, NY 11542	\$0	\$10,600
5/1	130 Glen Street Glen Cove, NY 11542	\$1,766,860	\$15,900
6/1	Pulaski Street Glen Cove, NY 11542	\$15,893,333	\$0
7/1	Brewster Street Glen Cove, NY 11542	\$14,824,460	\$0
8/1	40 Shore Road Glen Cove, NY 11542	\$571,230	\$21,200
9/2	27 Cedar Swamp Rd. Glen Cove, NY 11542	\$1,764,349	\$0
11/1	Morgan Park - Germaine & Landing Road Glen Cove, N	\$457,901	\$5,300
11/2	Morgan Park - Germaine & Landing Road Glen Cove, N	\$226,003	\$8,480
11/3	Morgan Park - Germaine & Landing Road Glen Cove, N	\$71,185	\$0
11/4	Morgan Park - Germaine & Landing Road Glen Cove, N	\$321,753	\$5,300
11/5	Morgan Park - Germaine & Landing Road Glen Cove, N	\$63,106	\$0
11/6	Morgan Park - Germaine & Landing Road Glen Cove, N	\$63,106	\$0
11/7	Morgan Park - Germaine & Landing Road Glen Cove, N	\$24,020	\$5,300
11/8	Morgan Park - Germaine & Landing Road Glen Cove, N	\$68,238	\$5,300
11/9	Morgan Park - Germaine & Landing Road Glen Cove, N	\$32,754	\$53,000
11/10	Morgan Park - Germaine & Landing Road Glen Cove, N	\$309,853	\$0
11/11	Morgan Park - Germaine & Landing Road Glen Cove, N	\$203,839	\$0
11/12	Morgan Park - Germaine & Landing Road Glen Cove, N	\$226,003	\$0
12/1	East Beach Road - Prybil Beach Glen Cove, NY 11542	\$10,372	\$1,060
12/2	East Beach Road - Prybil Beach Glen Cove, NY 11542	\$150,996	\$5,300
13/1	Crescent Beach Road Glen Cove, NY 11542	\$27,295	\$5,300
14/1	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$1,312,344	\$26,500
14/2	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$32,754	\$26,500
14/3	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$40,943	\$5,300
14/5	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$32,754	\$79,500
14/6	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$10,918	\$0
14/7	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$10,918	\$0
15/1	Glen St., Near Train Station - Pascucci Park Glen Cove, N	\$65,508	\$0
15/2	Glen St., Near Train Station - Pascucci Park Glen Cove, N	\$10,918	\$1,060
16/1	Leech Circle South - Dennis Brian Murray Park Glen Cov	\$54,590	\$0
17/1	Lattingtown Road Glen Cove, NY 11542	\$1,141,647	\$5,300
17/2	Lattingtown Road Glen Cove, NY 11542	\$180,365	\$212,000
17/3	Lattingtown Road Glen Cove, NY 11542	\$193,249	\$1,060
17/4	Lattingtown Road Glen Cove, NY 11542	\$589,900	\$0
17/5	Lattingtown Road Glen Cove, NY 11542	\$45,856	\$5,300
17/6	Lattingtown Road Glen Cove, NY 11542	\$332,781	\$21,200
17/8	Lattingtown Road Glen Cove, NY 11542	\$13,102	\$530
17/10	Lattingtown Road Glen Cove, NY 11542	\$272,950	\$0
17/11	Lattingtown Road Glen Cove, NY 11542	\$76,426	\$0
17/12	Lattingtown Road Glen Cove, NY 11542	\$54,590	\$0
17/13	Lattingtown Road Glen Cove, NY 11542	\$213,993	\$0



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18/1	End of Morris Ave. Glen Cove, NY 11542	\$2,601,541	\$212,000
18/2	End of Morris Ave. Glen Cove, NY 11542	\$1,747,535	\$0
18/3	End of Morris Ave. Glen Cove, NY 11542	\$128,068	\$0
19/1	Leach Circle Glen Cove, NY 11542	\$1,040,922	\$0
20/1	McLoughlin Street Glen Cove, NY 11542	\$2,599,139	\$0
21/1	Duck Pond Road Glen Cove, NY 11542	\$2,252,711	\$0
21/2	Duck Pond Road Glen Cove, NY 11542	\$186,698	\$31,800
21/3	Duck Pond Road Glen Cove, NY 11542	\$1,256,662	\$106,000
21/4	Duck Pond Road Glen Cove, NY 11542	\$1,007,731	\$0
21/5	Duck Pond Road Glen Cove, NY 11542	\$326,448	\$0
21/6	Duck Pond Road Glen Cove, NY 11542	\$628,877	\$0
21/7	Duck Pond Road Glen Cove, NY 11542	\$573,195	\$0
22/1	Seaman Street Glen Cove, NY 11542	\$218,032	\$31,800
22/2	Seaman Street Glen Cove, NY 11542	\$530,615	\$53,000
23/1	Nancy Court Glen Cove, NY 11542	\$313,456	\$5,300
24/1	Carney Street Glen Cove, NY 11542	\$288,017	\$26,500
24/2	Carney Street Glen Cove, NY 11542	\$436,720	\$53,000
25/1	Kelly Street Glen Cove, NY 11542	\$317,932	\$0
25/2	Kelly Street Glen Cove, NY 11542	\$1,143,115	\$0
26/1	Gravies Point Road Glen Cove, NY 11542	\$4,160,850	\$0
26/2	Gravies Point Road Glen Cove, NY 11542	\$20,589,164	\$0
27/1	76 Shore Road Glen Cove, NY 11542	\$80,356	\$0
27/2	76 Shore Road Glen Cove, NY 11542	\$82,213	\$0
TOTAL		\$110,991,579	\$2,158,690
TIV @ 100%		\$113,150,269	

Client Signature



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City of Glen Cove



Coverage: Package (Property/Boiler & Machinery) - Equipment Breakdown

Carrier: New York Municipal Insurance Reciprocal (NYMIR)

Policy Period: 12/30/2022 to 12/30/2023

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Equipment Breakdown	Limit	\$35,000,000	Per Occurrence
Loss of Income/Extra Expense (Incl. in TIV)	Limit	\$5,000,000	Per Occurrence
Expediting Expense		Included	Per Occurrence
Hazardous Substance	Limit	\$2,500,000	Per Occurrence

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Equipment Breakdown	\$25,000
Deductible	Loss of Income/Extra Expense (Incl. in TIV)	\$25,000
Deductible	Spoilage	\$25,000
Deductible	Service Interruption Waiting Period	24 Hours

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Ordinance or Law	Limit	\$10,000,000	Per Occurrence
Spoilage	Limit	\$2,500,000	Per Occurrence
Newly Acquired Locations	Limit	\$5,000,000	Per Occurrence
Error in Description		Included	Per Occurrence
Demolition	Limit	\$10,000,000	Per Occurrence
Data Restoration	Limit	\$2,500,000	Per Occurrence

Endorsements include, but are not limited to:

DESCRIPTION
Equipment Breakdown Coverage – MPL-114-0416
New York Changes – Cancellation and Nonrenewal – IL 02 68 11 05

Exclusions include, but are not limited to:

DESCRIPTION
Workers Compensation
Dishonest Act or Omission Done
Government Authority

Premium \$27,382.30

ESTIMATED PROGRAM COST \$27,382.30



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City of Glen Cove



Coverage: Equipment Floater- Inland Marine
Carrier: New York Municipal Insurance Reciprocal (NYMIR)
Policy Period: 12/30/2022 to 12/30/2023

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Miscellaneous Equipment	Limit	\$500,000	Per Occurrence
Contractor's Equipment	Limit	\$1,357,500	Per Occurrence
Other	Limit	\$1,000,000	Per Occurrence
Auto Physical Damage (=/>) 250k	Limit	\$1,291,410	Per Occurrence

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Miscellaneous Equipment	\$1,000
Deductible	Contractor's Equipment	\$1,000
Deductible	Other	\$10,000
Deductible	Auto Physical Damage (=/>) 250k	\$5,000

Valuations:

DESCRIPTION	LIMITATIONS
Actual Cash Value	Equipment Floater- Inland Marine

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	All Risk

Endorsements include, but are not limited to:

DESCRIPTION
Municipal Coverage Form - MIM 110 (06-04) Flood and Earthquake Inland Marine Coverage Enhancement Endorsement - MIM-112A 10-08 Manuscript Form - Marine A - MIM 500 (11-95)A Manuscript Form - Marine B - MIM 500 (11-95)B Manuscript Form - Marine C - MIM 500 (11-95)C

Exclusions include, but are not limited to:

DESCRIPTION
War and Nuclear Hazard Wear and Tear, Gradual Deterioration, or Obsolescence Mold / Fungus Expected or Intended Loss

Premium	\$19,341.30
ESTIMATED PROGRAM COST	\$19,341.30

Contractors Scheduled Equipment

DESCRIPTION	AMOUNT OF INSURANCE
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DPW:	
62" Scag Ride-On-Mower	\$9,500
1.5 Ton Asphalt Roller	\$10,000
Stump Grinder (Vermeer)	\$20,000
Wood Chippers	\$40,000
Skid Steer Loaders	\$60,000
Back Hoe	\$130,000
Payloader	\$150,000
8 – Chain Saws @ \$1,000	\$8,000
Portable Generator	\$15,000
7 – Salt & Sand Spreaders	\$63,000
DPW Total:	\$505,500
Golf Course:	
4 Triplex Mowers	\$140,000
Fairway Mower	\$65,000
6' Rough Mower	\$45,000
11' Rough Mower	\$70,000
Volvo Skid Steer	\$40,000
New Holland Tractor	\$40,000
Bunker Rake	\$20,000
Smithco Spray Rig	\$40,000
Greens Roller	\$10,000
Lear Vacuum	\$30,000
Topdressing Unit	\$15,000
2 Turbine Blowers	\$12,000
2 Utility Carts	\$12,000
5 Work Carts	\$65,000
60 Golf Carts \$4K	\$240,000
1 Golf Ball Picker	\$8,000
Golf Course Total:	\$852,000
Total Between DPW & Golf Course:	\$1,357,500



City of Glen Cove



Coverage: Automobile - 1 Firetruck
Carrier: New York Municipal Insurance Reciprocal (NYMIR)
Policy Period: 12/30/2022 to 12/30/2023

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Combined Bodily Injury/ Property Damage Liability	Limit	\$1,000,000	1,7,8,9	Per Occurrence
Personal Injury Protection	Limit	\$150,000	5	Per Occurrence
Medical Payments	Limit	\$5,000	2,7,8	Per Occurrence
Supplementary Uninsured Motorists	Limit	\$1,000,000	6,7	Per Occurrence
Non-ownership Liability	Limit	\$1,000,000		Per Occurrence
Hired Auto Liability	Limit	\$1,000,000		Per Occurrence
Mutual Aid	Limit	\$1,000,000		Per Occurrence

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Deductible Reimbursement for Officers & Directors - Per Occurrence	\$1,000

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).



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Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Endorsements include, but are not limited to:

DESCRIPTION
Business Auto Coverage Form - CA 00 01 06 92 New York Changes in Business Auto, Business Auto Physical Damage, Motor Carrier and Truckers Coverage Forms - CA 01 12 04 09 Sound Receiving Equipment Coverage - Fire, Police and Emergency Vehicles - CA 20 02 01 87 New York Supplementary Uninsured/Underinsured Motorists Endorsement - CA 31 07 10 13 New York Mutual Aid Endorsement - MCA 500 02 09 Auto Medical Payments Coverage - CA 99 03 01 87

Exclusions include, but are not limited to:

DESCRIPTION
Expected or Intended Injury Contractual Workers' Compensation Employers' Liability Other standard policy exclusions apply

Premium	\$1,911.80
ESTIMATED PROGRAM COST	\$1,911.80

Subject to Audit: Not Auditable

Vehicles:

YEAR	MAKE/MODEL	VIN	COST NEW	GARAGE ADDRESS	RATING CLASS
2018	Seagrave/Firetruck	1F9FM38U2JCST2044	\$1,291,410	9 Glen Street	07909



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Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Package (Property/Boiler & Machinery)	Premium Total Fees	New York Municipal Insurance Reciprocal (NYMIR)	\$179,021.27	New York Municipal Insurance Reciprocal (NYMIR)	\$268,445.10
	Estimated Cost TRIA Premium		\$1,179.63 \$180,200.90 Included		\$2,196.11 \$270,641.21 Included
Equipment Floater- Inland Marine	Premium Estimated Cost TRIA Premium	New York Municipal Insurance Reciprocal (NYMIR)	\$17,547.20 \$17,547.20 Included	New York Municipal Insurance Reciprocal (NYMIR)	\$19,341.30 \$19,341.30 Included
Automobile - 1 Firetruck	Premium Estimated Cost TRIA Premium	New York Municipal Insurance Reciprocal (NYMIR)	\$2,033.90 \$2,033.90 N/A	New York Municipal Insurance Reciprocal (NYMIR)	\$1,911.80 \$1,911.80 N/A
Total Estimated Program Cost			\$199,782.00		\$291,894.31

Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2022
 Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2022
 Quote from New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR)) is valid until 12/30/2022

Gallagher is responsible for the placement of the following lines of coverage:

Package (Property/Boiler & Machinery)
 Equipment Floater- Inland Marine
 Automobile - 1 Firetruck
 Cyber Liability
 Package (Liability)

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
New York Municipal Insurance Reciprocal (NYMIR)	Package (Property/Boiler & Machinery)	Annual	Agency Bill
New York Municipal Insurance Reciprocal (NYMIR)	Equipment Floater- Inland Marine	Annual	Agency Bill
New York Municipal Insurance Reciprocal (NYMIR)	Automobile - 1 Firetruck	Annual	Agency Bill

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
New York Municipal Insurance Reciprocal (NYMIR)	A- VII	Admitted
Zurich American Insurance Company	A+ XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

City of Glen Cove



Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all

other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

City of Glen Cove



Client Signature Requirements

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/23/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package (Property/BM)
	New York Municipal Insurance Reciprocal (NYMIR)
	<i>TRIA Included</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Floater- Inland Marine
	New York Municipal Insurance Reciprocal (NYMIR)
	<i>TRIA Included</i>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Automobile - 1 Firetruck
	New York Municipal Insurance Reciprocal (NYMIR)

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

City of Glen Cove



You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:



City of Glen Cove



Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Glen Cove

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Package (Property/Boiler & Machinery) Property Equipment Breakdown	New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR))	N/A	\$270,641.21	9.09%	N/A
Package (Property/Boiler & Machinery) – Does not include IM or Auto	Zurich American Insurance Company (Zurich Insurance Group Ltd)	Risk Placement Services	\$250,078 + NYFF	15 %	N/A
Equipment Floater- Inland Marine	New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR))	N/A	\$19,341.30	9.09%	N/A
Automobile - 1 Firetruck	New York Municipal Insurance Reciprocal (NYMIR) (New York Municipal Insurance Reciprocal (NYMIR))	N/A	\$1,911.80	9.09%	N/A

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___ % commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S): Automobile, Property, Inland Marine	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: New York Municipal Insurance Reciprocal	Insurer/TPA Name: New York Municipal Insurance Reciprocal
Policy Term: 12/30/2022 - 12/30/2023	Phone: Email Jennifer Rothstein - jrothstein@wrightinsurance.com / 800-476-9747 Ex.1380
	Fax:
	Email: nysirclaims@wrightinsurance.com
	Web: https://www.nysir.org/page/claimsmanagement

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center	Phone: 855-497-0578
Policy Number:	Fax: 225-663-3224
Policy Term:	Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Gallagher CORE360



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.



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Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services, Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

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Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

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Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

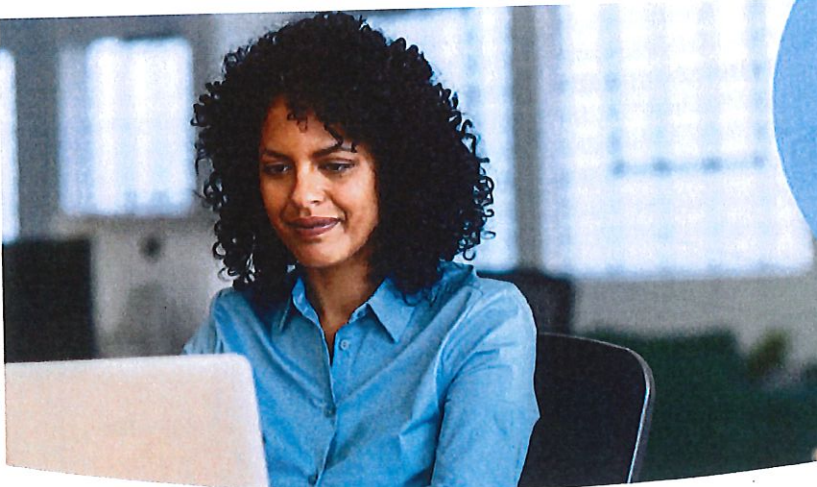
Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

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National
Risk Control

Business Continuity & Resilience Services

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%-30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020



Gallagher **CORE360**® is our unique, comprehensive approach of evaluating your risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

When evaluating potential crises you may face, it's important to focus on **Uninsured & Uninsurable Losses** to identify any risks you have that are either uninsured or uninsurable.

Business Continuity

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

Crisis Communications

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.

Supply Chain Risk Management

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for ten consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.



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Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or client-specific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control. Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources. "World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC. Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2021.
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A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



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Contractual Risk Compliance



Insurance | Risk Management | Consulting



Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**SM ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just Certificates of Insurance

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best rating
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.



Learn More About CORE360™

Gallagher Verify is part of Gallagher CORE360™, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **Contractual Liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	TIER 1	TIER 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)	✓	✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

City of Glen Cove



Appended Documents



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Stewardship Report
City of Glen Cove
Joined 12/30/18

Services Provided at no cost to you as a NYMIR Member

CBIZ Appraisal

# of Buildings Appraised	# of Flood Certs	Total
52	56	\$11,520.00

Seminars/Webinars Attended

Course Category	Number of Attendees	Value of Training
On Line University	1	\$85.00
Cyber Awareness	1	\$85.00
Total		\$170.00

Loss Control Visits

Type of Visit	Number of Visits	Total Value
Loss Control Survey - Routine	1	\$250.00

On Line University

Course Category	Number of Courses Taken	Value per Course
Employment Liability	39	\$1,950.00
Health & Safety	11	\$550.00
Business Skills	9	\$450.00
Law Enforcement	209	\$10,450.00
Total		\$13,400.00

Capitalization/Interest Returned

\$3,472.00

Total Membership Benefits

\$28,812.00