

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

April 25, 2023

* * *

A regular meeting of the City Council of the City of Glen Cove, in the County of Nassau, New York, was held at the City Hall, Glen Cove, New York, on April 25, 2023.

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

There were absent:

Also present: Tina Pemberton, City Clerk

* * *

_____ offered the following ordinance and moved its
adoption:

BOND ORDINANCE OF THE CITY OF GLEN COVE, NEW YORK, ADOPTED APRIL 25, 2023, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,938,142 TO FINANCE VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE CITY, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$4,938,142 AND APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE

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

Section 1. The City of Glen Cove, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed \$4,938,142 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the construction, acquisition or to undertake the various projects as described in **column A of Schedule I**, attached hereto and made a part hereof, at the estimated maximum costs indicated in **column B of said Schedule I**. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,938,142 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in a principal amount not to exceed \$4,938,142 to finance said appropriation, the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable. Any grants and/or other funds received on account of any of the projects and referred to in **column D of said Schedule I** are hereby authorized to be

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

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$4,938,142 are hereby authorized to be issued in the principal amounts indicated in **column C of said Schedule I** for each of the respective objects or purposes indicated in **column A of said Schedule I**, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the appropriation referred to herein.

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

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

Section 5. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in

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

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

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

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

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

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

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

The adoption of the foregoing ordinance was seconded by

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

AYES:

NOES:

The ordinance was declared adopted.

Schedule I

2023 Capital Improvement Plan

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
DPW - ADMINISTRATIVE					
Waterproof City Hall building	\$21,870	\$21,870		5	35
Acquisition of new maintenance vehicle	52,700	52,700		15	28
Acquisition of walk behind floor scrubber	8,210	8,210		5	32
Mill Pond waterway rehabilitation and restoration project	196,700	196,700		5	35
Acquisition/installation solar powered trash compactors	50,000	50,000	50,000	5	35
DPW SANITATION					
Acquisition of new sanitation garbage trucks	425,094	425,094		15	28
DPW ROADS					
Road and drainage improvements	750,000	750,000		15	20(c)
Community improvements - concrete, asphalt, tree planting/removal, road striping	100,000	100,000		5	35
Downtown business district general sidewalk and curb repairs	50,000	50,000		10	24
Garage (Brewster and Pulaski St.) general reconstruction and rehabilitation	75,000	75,000	23,000	15	12(a)(2)
Acquisition of a generator	20,000	20,000		5	32
Bulkhead replacement located along north side DPW yard	401,191	401,191		20	22(b)
Beautification improvement project at Austral Avenue	44,000	44,000	44,000	5	35
POLICE DEPARTMENT					
Police headquarter building improvements	191,705	191,705		15	12(a)(2)
Computer hardware/software upgrades	5,000	5,000		5	32 ad 108
Acquisition of equipment	76,746	76,746		5	32
Radio communications upgrade	49,204	49,204		10	25
FIRE DEPARTMENT					
Acquisition of Chief vehicles	85,000	85,000		3	77
Acquisition of equipment	133,100	133,100		5	32
Firehouse building improvements	191,733	191,733		15	12(a)(2)
FIRE DEPARTMENT DISPATCH					
Acquisition of radios	18,130	18,130		10	25
EMS AMBULANCE CORPs					
Acquisition of equipment	27,817	27,817		5	32
EMS communications technology upgrade new radios	51,838	51,838		10	25
Acquisition computer system/software for simulated EMS training	9,090	9,090		5	32 and 108
Acquisition of ambulance	290,000	290,000		5	27(a)
HARBOR PATROL					
Acquisition of radio	9,845	9,845		10	25

A	B	C	D	E	F
Project Description (object or purpose)	Estimated Maximum Cost	Amount of Bonds Authorized	Grant Funds	Period of Probable Usefulness	PPU Section 11.00 a Reference
Acquisition of GPS navigation units	2,500	2,500		5	32 and 108
Acquisition of equipment	20,218	20,218		5	32
SENIOR CENTER					
Building improvements (HVAC system)	400,000	400,000		10	13
DPW PARKS					
Construction of enclosures for stockpile material (red/brown clay)	15,000	15,000		5	35
Acquisition of beach sand	15,000	15,000		5	35
Planning for Pryibil Beach pier rehabilitation	35,000	35,000		5	62
Acquisition of ride-on commercial blower	10,437	10,437		10	28
Acquisition of Tow and Collect grounds maintenance equipment	8,095	8,095		5	28
Fuel tank replacement	26,700	26,700		15	88
City Stadium improvements	116,735	116,735		15	19(c)
Morgan Park surveillance security system implementation	15,600	15,600		5	32 and 108
Construction of concrete ramp extension located at Pryibil Beach	33,952	33,952		5	35
Pascucci Field improvements	332,107	332,107		15	19(c)
Morgan Park Bathhouse roof replacement improvements	50,000	50,000		10	12(a)(3)
INFORMATION TECHNOLOGY					
Acquisition of hardware and software	23,500	23,500		5	32 and 108
GOLF COURSE					
Acquisition of equipment	57,850	57,850		5	32
Golf Course general improvements	30,000	30,000		15	54
CITY CLERK					
Acquisition of hardware and software for records retention	44,225	44,225		5	32 and 108
BUILDING DEPARTMENT					
Acquisition of hardware and software for records retention	22,250	22,250		5	32 and 108
WATER DEPARTMENT					
Acquisition of permanent air stripper at Duck Pond Road (engineering)	<u>345,000</u>	<u>345,000</u>		5	62
TOTAL CAPITAL PLAN 2023	<u>\$4,938,142</u>	<u>\$4,938,142</u>	<u>\$117,000</u>		

CLERK'S CERTIFICATE

I, TINA PEMBERTON, City Clerk of the City of Glen Cove, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Glen Cove duly called and held on April 25, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Glen Cove this ____ day of April, 2023.

(SEAL)

City Clerk

LICENSE AGREEMENT

This Agreement (this "Agreement") made as of the ____ day of A between the EASTERN STAR CRUISES, INC. (the "Licensee"), a New having an office at 23 Oakledge Drive, East Northport, New York 11731, and the City of Glen Cove (the "Licensor"), a municipal corporation of the State of New York having its principal offices at City Hall, 9 Glen Street, Glen Cove, New York 11542") (Licensee and Licensor are hereinafter referred to individually as, a "Party" and collectively as the "Parties").

WHEREAS, Licensee would like to provide recreational pleasure cruises to the residents of Glen Cove and neighboring communities from the Glen Cove Ferry Terminal; and

WHEREAS, Licensor is willing to allow Licensee a license to use the landing/boarding area at the eastern-most end of the Ferry Terminal dock for the purpose of providing recreational pleasure cruises to the residents of Glen Cove and neighboring communities; and

WHEREAS, Licensor is the owner of the following facilities in Glen Cove, New York: a ferry terminal building, containing approximately 2,700 square feet of ground floor space (the "Terminal"), two ferry landing/boarding areas designed to accommodate two (2) long ferries up to 110 feet each and bow loading (collectively, the "Landings"), and an adjacent parking lot with approximately 100 parking spaces (the "Parking Lot" and together with the Terminal and Landings, collectively, the "Glen Cove Ferry Facilities"), located at 73 Garvies Point Road, Glen Cove, New York 11542, (the "Property") and Licensee has requested permission to use and occupy the Glen Cove Ferry Facilities, constituting the "Licensed Premises", as more particularly set forth in Paragraph 1 below, for recreational pleasure cruises to and around the New York Metropolitan Area; and

WHEREAS, no other ferry service is operating at the Licensed Premises and the use and occupancy of the Licensed Premises by Licensee, on the terms and conditions set forth herein and agreed to by Licensee, are temporary and will not, and shall not, materially interfere with the future proposed ferry service or use of the Glen Cove Ferry Facilities by the public or by the agents, servants and/or employees of Licensor, and accordingly, Licensor is willing to make the Licensed Premises available to Licensee on a non-exclusive basis which shall be subject to the terms and conditions hereinafter set forth;

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

1. Grant of Permit/License. Subject to all terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license (the "License") for Licensee, and its affiliates and subsidiaries to use and to permit their respective employees, contractors, subcontractors, agents and representatives, and customers, to use and occupy the following premises (collectively, the "Licensed Premises"):

- a. the Parking Lot, providing for approximately 100 parking spaces, on a non-exclusive basis on weekdays and weekends during the Term (as defined below);
 - b. access paths and/or walkways between the Parking Lot and the Terminal, for access by Licensee's customers to and from the Landings, and on and across the boarding area to board and disembark from cruises (which may be provided by private ferry service providers with whom Licensee on a non-exclusive basis, in common with Licensor, its residents, employees, agents, contractors and members of the public);
 - c. the eastern-most landing/boarding area of the Landings (provided however that use of this area by Licensee for the docking of vessels in connection with the contemplated recreational services will not interfere with the proposed future ferry service in any way); and
 - d. The Licensed Premises do not include any public walkways or other public use areas.
2. Term. The term of this Agreement (the "Term") and the license granted herein shall be one (1) year and shall commence on May 1, 2023 at 12:01 AM and shall terminate on April 30, 2024 and is subject to being terminated earlier as provided herein. The Parties may mutually agree to renew this Agreement each year for no more than three years. Should the Parties decide not to renew the Agreement, the canceling Party must provide written notice of the termination at least 60 days prior to expiration of the Term.
3. Permitted Use; Purpose. The Licensed Premises shall be used by Licensee and its employees, contractors, subcontractors, agents and representatives, and customers for the following purposes only: (i) with respect to the Parking Lot, a vehicle parking lot for the general customers or clients and for Licensee, its agents, contractors (or their subcontractors), and their respective employees and agents, involved in providing the services subject to this Agreement and disembarking of passengers, and (ii) with respect to the Landings, as landing space for one (1) recreational pleasure cruise vessel.
4. License Fees. Licensee shall pay to Licensor as full consideration for the License granted herein for the entire Term, the Licensee shall pay \$20,000 to the Licensor for the Term starting on May 1, 2023, and ending on April 30, 2024, in monthly installments of \$2,800 for the months of May through and including October and \$533.33 for the months of November through and including April. This payment schedule will not be in effect should the Parties agree to renew this Agreement.

The Parties further agree that in the event the Licensor determines that the cost of electricity exceeds previous consumption by the Licensee at the Glen Cove Ferry facilities, then the Licensor shall have the right to charge, and Licensee agrees to

be responsible for the payment of the additional cost for said additional electric consumption.

5. Indemnification.

- a. Licensee agrees to, and hereby does, indemnify and hold harmless Licensor, its officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages, including, but not limited to, claims for personal injury and/or death, or damages (including damages to Licensor's property) ("Losses"), including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, directly or indirectly resulting from, and/or arising in whole or in part out of, the negligence or willful misconduct of Licensee in connection with the use of the Licensed Premises; provided, however that such indemnification shall not extend to any Losses arising out of, relating to, or in connection with the negligence or willful misconduct of Licensor or Licensor's ordinary upkeep and maintenance of the Property and its grounds and facilities.
- b. Licensee, at Licensor's demand (with counsel selected by the Indemnified Parties), in cooperation with Licensor, will promptly and diligently defend, at its own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Licensee is responsible under Paragraph 5(a) and, further to Licensee's indemnification obligations, Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. Notwithstanding the foregoing, Licensee shall not settle such claim or related action in a manner which imposes any obligation on Licensor without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Insurance.

- a. Licensee shall obtain and maintain throughout the Term, at its own expense: (i) one or more policies for commercial General Liability and Product Liability Insurance, which policy(ies) shall name "The City of Glen Cove" and "The Glen Cove Industrial Development Agency" as an additional insureds and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, and (iii) workers compensation insurance. The foregoing insurance coverages may be provided by a combination of primary, excess, and umbrella policies.

- b. Prior to, or contemporaneously with, the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement.

7. Terms and Condition of use of the Licensed Premises:

- a. The Licensed Premises are being licensed to Licensee and Licensee is accepting the same in its "AS IS" condition as of the date of this Agreement, with no representations or warranties of any kind.
- b. Licensee shall be permitted to dock only one vessel overnight at the Landings.
- c. VESSEL DOCUMENTATION AND LICENSURE: Licensee agrees to maintain all registration and documentation for the Vessel as required by the laws of the State of New York. Licensee shall provide a copy of the current registration for the vessel and any applicable trailers or vehicles at the request of the Licensor. Licensee agrees to maintain all licenses, permits and registrations necessary for the operation of the commercial enterprise as required by New York law. Licensee shall provide a copy of any current licenses, permits or registrations at the request of the Licensor.
- d. CONDITION OF VESSEL: Licensee warrants that the vessel will be maintained in a clean, seaworthy, sanitary, and fully operational condition at all times, and that its vessel will be regularly repaired and maintained. The vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore or sinking hazard. Licensee shall keep the Vessel properly moored and dry at all times.
- e. CONDITION OF LANDINGS: Licensee accepts the condition of the Landings "as is" and Licensee acknowledges that the Licensor makes no express or implied warranties as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, fences, locks, or other aspect of the Licensed Premises. Licensee agrees to utilize the Premises at its own risk.
- f. HAZARDOUS MATERIALS: Licensee covenants and agrees to comply with all applicable environmental and all other federal, state and local government statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Licensee agrees and does hereby fully indemnify and shall hold Licensor harmless from any loss, damage or expense, including reasonable attorneys' fees and costs of any legal actions which Licensor may incur or suffer by reason of any claim or liability arising from Licensee's noncompliance with applicable environmental laws and the terms of this paragraph. Licensee specifically covenants and agrees that no hazardous substances, hazardous wastes or waste byproducts, pollutants or

contaminants, shall be dumped in any trash receptacle or otherwise, in, on or about the Licensed Premises, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

- g. **SEVERE WEATHER AND OTHER EMERGENCIES:** Licensor expects Licensee to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Licensee warrants such arrangements have or will be made. Licensee may not assume that Licensor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Licensor, in its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Licensor deems appropriate at Licensee's sole risk and expense. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL.** Licensee agrees to reimburse Licensor for any and all costs it incurs on Licensee's behalf in emergency situations.
- h. Licensee shall, at Licensee's expense and subject to Licensor's reasonable approval, be permitted to erect and maintain directional or instructional signage on the Licensed Premises during the Term; including by way of example signs advising Licensee's customers of the location and destination of pleasure cruises, subject to applicable law.
- i. No construction, reconstruction or other alterations or improvements shall be performed by Licensee with respect to the Licensed Premises without the prior written consent of Licensor; provided that the foregoing shall not restrict, and Licensor's consent shall not be required for, the temporary installation by Licensee of fixtures and other equipment, including tents, barricades and movable signage on stanchions or otherwise.
- j. Licensee will surrender and give up the Licensed Premises to Licensor at the expiration of the Term in a condition equal to that at the beginning of its use under this Agreement, ordinary wear and tear excepted.
- k. Licensee acknowledges and agrees that use of the dockage space for winter storage does not constitute a landlord-tenant relationship or the bailment of any vessel or other property and as such the Licensor shall have no responsibility or liability to Licensee or any other person on such basis.

- l. Licensee agrees that there shall be no refueling on site at Licensed Premises. All re-fueling and repair work must take place off site of the Licensed Premises.
 - m. Licensee acknowledges that the Licensor makes no representations regarding the adequacy of water/depth for ingress/egress. The Licensee agrees not to hold the Licensor responsible for any damage resulting from low water levels.
 - n. Licensee agrees there shall be no discharge of human (or other) waste, including the pumping of heads and holding tanks into the water at or near the Licensed Premises. Licensee agrees to obtain the services of a pump out service at the dock or via the DEP pump out boat.
 - o. Licensee agrees that it will not engage in any in-water bottom cleaning at the dockage space or at the Terminal and, furthermore, understands that environmental regulations prohibit such cleaning.
 - p. The Licensee shall be subject to all rules, regulations and ordinance of the City of Glen Cove which are in effect or may be promulgated hereafter.
 - q. The Licensee is aware of the ferry service the Licensor is committed to engage in for commuter service into New York City and agrees that Licensee's use of the Glen Cove Ferry Facilities shall not interfere with said commuter ferry service.
8. Compliance with Legal Requirements. Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the use of the Licensed Premises by Licensee during the Term, including but not limited to 33 CFR 105.205, subchapter H (Maritime Security), and the Licensee shall be responsible for preparing a "Facility Security Plan" and implementing said plan, shall be at its own expense.
9. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior and contemporaneous oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.
10. Notices. Except as otherwise expressly provided, all notices, demands, requests, submissions or other communications which are required to be served under this Agreement shall be in writing and shall be deemed to have been properly served when mailed by first class mail, postage prepaid, facsimile, overnight hand delivery or other courier service addressed: (i) in the case of Licensee, to Licensee Eastern Star Cruises, 23 Oakledge Drive, East Northport, N.Y. 11731, and (ii) in the case of Licensor, to City Hall, 9 Glen Street, City of Glen Cove, New York 11542, Attn: Tip Henderson, Esq., City Attorney, with a copy to Phillips Lytle LLP, 1205 Franklin Avenue, Garden City, New York 11530, Attn: Milan K. Tyler, Esq.

11. Headings. All headings and titles in this Agreement are for purposes of identification and convenience only and shall not affect any construction or interpretation of this Agreement.
12. Governing Law. This Agreement and any issues arising hereunder will be governed by the substantive laws of the State of New York, without regard to conflict of law principles.
13. Jurisdiction. For the purposes of any suit, action or proceeding involving this Agreement, the Parties hereto expressly submit to the jurisdiction of all state courts sitting in Nassau County, State of New York, and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the Parties hereto agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any of the Parties. In furtherance of such agreement, each Party hereto agrees upon the request of any other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding brought in any other jurisdiction.
14. Venue. Each of the Parties irrevocably agrees that any suit, action or proceeding under this Agreement shall be brought in Nassau County Supreme Court, State of New York and waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any state court sitting in Nassau County, State of New York and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum .
15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
16. Early Termination Right for Licensor. Licensor shall have the right to terminate this contract on not less than 60 days' prior written notice to the Licensee. If Licensor elects to exercise such early termination right, the Licensee shall be entitled to receive an equitable refund on a prorated basis of any license fees paid hereunder for the period following such termination.
17. Access to and from the Licensed Premises. Notwithstanding anything to the contrary contained in this Agreement, the rights granted by Licensor to Licensee hereunder shall include a license to use pathways, roadways, drive isles, driveways, walkways, sidewalks or other means of passing over, across and through the remaining portions of the Licensed Property to the extent reasonably necessary for purposes of ingress and egress to and from public streets to the Licensed Premises. Furthermore, Licensor shall retain the right of ingress, egress and access to the Licensed Property, provided same does not unreasonably interfere with Licensee's operations.

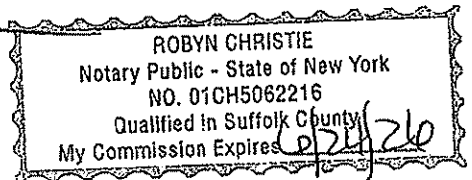
Agreed to:

EASTERN STAR CRUISES, INC.

Licensee

By: Nicholas Kutschera
Name: NICHOLAS KUTSCERA
Title: PRESIDENT
Date: 04/12/23

Notary Signature [Signature]
Date 4/12/23
SEAL:



The City of Glen Cove

Licenser

By: _____
Name: _____
Title: _____
Date: _____

Notary Signature _____
Date _____
SEAL:

6F

AMENDMENT NO. 1 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____ 202__ by and between the CITY OF GLEN COVE, a New York municipal corporation, (hereinafter "the Community") and PROPERTY REGISTRATION CHAMPIONS, LLC (hereinafter "PRC").

WITNESSETH

WHEREAS, PRC's fee is being amended to reflect \$75 due to a change in New York State law, which one-half ($\frac{1}{2}$) will be retained fully by PRC (\$37.50) and remit the balance to the COMMUNITY.

WHEREAS, If there is a fee that the Community would normally charge in excess of \$75 annually, the Community agrees it will change the existing fee to \$75 annually pursuant to New York State law as of November 21, 2022 and can only be charged when there is a Notice of Pendency/Lis Pendens which has been filed.

WHEREAS, PRC and the Community agree to reduce PRC's fee to the Community to \$37.50 as of November 21st, 2022.

WHEREAS, the Agreement previously provided to pay PRC a \$100 fee.

NOW THEREFORE, the parties agree that the Agreement is amended as follows:


1. Pursuant to this Amendment No. 1, the Community and PRC agree that PRC will reduce the fee for its service provided under the Agreement to \$37.50 dollars from \$100.
2. The Community agrees that PRC shall retain the one-half ($\frac{1}{2}$) of the \$75 registration fee as compensation for the Services PRC provides under the Agreement.
3. Ratification of Contract and Services. The provisions of the Contract shall remain in full force and effect except as expressly provided in this First Amendment. The Services performed by the Contractor under the current Agreement through the date of this First Amendment are hereby ratified and confirmed to the extent such Services were provided in accordance with the terms and conditions of the Contract.
4. Entire Agreement. This First Amendment is the entire Agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior Agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.
5. Counterparts. This First Amendment may be executed electronically and in counterparts, the counterparts, and copies of which, when taken together, shall constitute one entire and original First Amendment.

[Remainder of page left blank intentionally. Signature pages to follow.]

CITY OF GLEN COVE, NY

PROPERTY REGISTRATION CHAMPIONS, LLC

By: _____
Name, Title

By:  _____
Stephen Arpaia, Esquire
General Counsel

ATTEST:

ATTEST:

By: _____

By:  _____
Manager, Legal Support










NY_Glen Cove_Amd. No 1_REVISIED FEE

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Karina Bajo (kbajo@prochamps.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5JEnpopbf0gZq8-TCYtyqarjK5gxgjwH

"NY_Glen Cove_Amd. No 1_REVISIED FEE" History

-  Document created by Karina Bajo (kbajo@prochamps.com)
2023-04-11 - 8:36:56 PM GMT- IP address: 74.67.63.159
-  Document emailed to sarpaia@prochamps.com for signature
2023-04-11 - 8:37:28 PM GMT
-  Email viewed by sarpaia@prochamps.com
2023-04-11 - 8:37:48 PM GMT- IP address: 164.68.139.252
-  Signer sarpaia@prochamps.com entered name at signing as Stephen Arpaia
2023-04-11 - 8:38:40 PM GMT- IP address: 164.68.139.252
-  Document e-signed by Stephen Arpaia (sarpaia@prochamps.com)
Signature Date: 2023-04-11 - 8:38:42 PM GMT - Time Source: server- IP address: 164.68.139.252
-  Document emailed to Deanna Morris (dmorris@prochamps.com) for signature
2023-04-11 - 8:38:42 PM GMT
-  Email viewed by Deanna Morris (dmorris@prochamps.com)
2023-04-12 - 12:31:48 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Deanna Morris (dmorris@prochamps.com)
Signature Date: 2023-04-12 - 12:32:42 PM GMT - Time Source: server- IP address: 35.138.34.236
-  Agreement completed.
2023-04-12 - 12:32:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

AMENDMENT NO. 2 TO THE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the City of Glen Cove, a New York municipal corporation, (hereinafter the "Community") and Property Registration Champions, LLC dba PROCHAMPS, a Florida limited liability company (hereinafter "PRC").

WITNESSETH

WHEREAS, the Community and PRC entered into an Agreement effective on February 16, 2021; and

WHEREAS, Amendment No. 1 changed the fees and remittance amount via New York State Bill 3081 effective November 21, 2022; and

WHEREAS, the Agreement allows for two, two (2) year renewals of the Agreement with the consent of both Parties.

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended for the first (1st) of two (2) additional two (2) year terms to terminate on February 15, 2025.

CITY OF GLEN COVE, NEW YORK

**PROPERTY REGISTRATION
CHAMPIONS, LLC**


By: _____
Name, Title


By: Doug Shumway (Apr 11, 2023 16:34 EDT)
Doug Shumway, CEO

ATTEST:

ATTEST:

By: _____
Name, Title


By: _____
Deanna Morris, Manager, Legal Support Team










NY_Glen Cove_Amnd. No. 2

Final Audit Report

2023-04-12

Created:	2023-04-11
By:	Karina Bajo (kbajo@prochamps.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWn-WEIW18TArNIXISZGaTLBf_Zjhpm42

"NY_Glen Cove_Amnd. No. 2" History

-  Document created by Karina Bajo (kbajo@prochamps.com)
2023-04-11 - 8:31:49 PM GMT- IP address: 74.67.63.159
-  Document emailed to dshumway@prochamps.com for signature
2023-04-11 - 8:33:35 PM GMT
-  Email viewed by dshumway@prochamps.com
2023-04-11 - 8:33:50 PM GMT- IP address: 174.163.145.72
-  Signer dshumway@prochamps.com entered name at signing as Doug Shumway
2023-04-11 - 8:34:09 PM GMT- IP address: 174.163.145.72
-  Document e-signed by Doug Shumway (dshumway@prochamps.com)
Signature Date: 2023-04-11 - 8:34:11 PM GMT - Time Source: server- IP address: 174.163.145.72
-  Document emailed to Deanna Morris (dmorris@prochamps.com) for signature
2023-04-11 - 8:34:12 PM GMT
-  Email viewed by Deanna Morris (dmorris@prochamps.com)
2023-04-12 - 12:30:10 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Deanna Morris (dmorris@prochamps.com)
Signature Date: 2023-04-12 - 12:30:22 PM GMT - Time Source: server- IP address: 35.138.34.236
-  Agreement completed.
2023-04-12 - 12:30:22 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	PROJECT:	109 Lattingtown Rd Glen Cove, NY 11542	APPLICATION NO:	001	DISTRIBUTION TO:
City of Glen Cove			PERIOD TO:	12/22/2022	OWNER
City Hall, 9 Glen Street, Glen Cove, NY 11542			Application Date:	2/1/2023	<input checked="" type="checkbox"/> ARCHITECT
FROM CONTRACTOR:			PROJECT NO:	2022-019	<input checked="" type="checkbox"/> CONTRACTOR
Forenet Inc.			CONTRACT DATE:	12/22/2022	<input type="checkbox"/>
495 Waites Corner Road, West Kingston, RI 02892					

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Order No. & Title	Additions	Deductions
Delivery of Materials (poles)		\$166,875.00
Installation of Pole Assemblies		\$200,000.00
Crane and forklift rentals (approved 3/29)	\$6,000.00	\$6,000.00

Net Changes by Change Order \$ 6,000.00 \$372,875.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:  Date: 4/7/2023
Vincent Monteforte, Owner, Forenet Inc.
Name & Title

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. Original Contract Sum.....	\$786,621.00
2. Net change by Change Orders.....	\$6,000.00
3. Contract Sum To Date (Line 1 + 2).....	\$792,621.00
4. Total Completed & Stored To Date (Column G on G703).....	\$584,750.00
5. Retainage:	
a. 5 % of completed Work	\$ -
(Column D + E on G703)	
b. % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	
6. Total Earned Less Retainage.....	(\$29,237.50)
(Line 4 less 5 Total)	\$555,512.50
7. Less Previous Certificates For Payment (Line 6 from prior Certificate).....	(201,281.25)
8. Current Payment Due.....	\$354,231.25
9. Current Balance Due less Deductions	
10. Balance To Finish, including Retainage	\$207,871.00

66

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.		PROJECT: 109 Lattingtown Rd Glen Cove, NY 11542	APPLICATION NUMBER: PERIOD TO: Application Date: PROJECT NO.	001 12/22/2022 2/1/2023 2022-019
In tabulations below, amounts are stated to the nearest dollar.				

A S.No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE TO DATE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
BASE CONTRACT ITEMS								
1	Mobilization	\$25,000.00	\$25,000.00			\$25,000.00	\$0	\$1,250.00
2	Insurances and Bonds	\$15,000.00	\$15,000.00			\$15,000.00	\$0	\$750.00
3	Engineered Shop Drawings & fabrication plans	\$5,000.00	\$5,000.00			\$5,000.00	\$0	\$250.00
4	Specialty Materials (i.e Pole fabrication & deposit)	\$166,875.00	\$166,875.00			\$166,875.00	\$0	\$8,343.75
5	Delivery of Materials / Stored	\$166,875.00	\$166,875.00	\$166,875.00		\$166,875.00	\$0	\$8,343.75
6	Installation of Pole Assemblies	\$200,000.00	\$200,000.00	\$200,000.00		\$200,000.00	\$0	\$10,000.00
7	Installation of Netting & Associated Anchorage	\$63,959.00						
8	Restoration/ Demobilization	\$25,000.00						
9	Strip/Replace 2 Poles w/Steel Poles & New Netting	\$118,912.00						
10	Crane and forklift rentals (approved per RG email 3/29/23)	\$6,000.00		\$6,000.00		\$6,000.00	\$0	\$300.00
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
PAGE TOTALS		\$792,621.00	\$ 211,875.00	\$372,875.00	\$ -	\$ 584,750.00 -		\$ 29,237.50

EMPLOYER NAME FORENET INC.		EMPLOYER ADDRESS 495 Waites Corner Road, W.Kingston, RI 02892		EMPLOYER PHONE # 401-255-6849		EMPLOYER TAX ID # 05-0513175		PROJECT NAME Golf Course Steel Pole & Netting Install		CHECK IF PROJECT LABOR AGREEMENT (PLA) <input type="checkbox"/> PAYROLL # 1		WEEK ENDING DATE 4/8/2023						
NAME OF PRIME CONTRACTOR, BUILDING OWNER OR UTILITY Vincent Monteforte		CONTRACT REGISTRATION # 2022-019 PO 230142-000		AGENCY		AGENCY PIN #		PROJECT OR BUILDING ADDRESS 109 Lattingtown Rd, Glen Cove NY 11542										
WORKER NAME ADDRESS LAST FOUR DIGITS OF SSN		TRADE CLASSIFICATION UNION LOCAL # JOURNEYPERSON OR APPRENTICE (NYS DOL REGISTERED)		THIS PROJECT, CONTRACT OR BUILDING		WAGES		ALL WORK (PUBLIC AND PRIVATE)		BONA FIDE FRINGE BENEFITS								
				DAY AND DATE		GROSS PAY (THIS PROJECT)		NET PAY		EMPLOYER CONTRIBUTIONS TO RETIREMENT FUND OR INDIVIDUAL ACCOUNTS		EMPLOYEE PROJECTED ANNUAL COST						
				HOURS WORKED EACH DAY		HOURLY RATE OF PAY		TOTAL GROSS PAY (ALL WORK)		WITHHOLDINGS & DEDUCTIONS		ANNUALIZED HOURLY RATE						
				S M T W T F S														
Vincent Monteforte 495 Waites Corner Road W. Kingston, RI 02892 5467	Project Manager, Operating Engineer J <input type="checkbox"/> A <input type="checkbox"/>	8				12	12	12	12	44	\$200.00	\$8800.00	8800.00	\$3474.60	\$5325.44			
James Monteforte 782 South Main St. Centerville, MA 02655 5266	Co-Owner, Operating Engineer J <input type="checkbox"/> A <input type="checkbox"/>					12	12	12	12	36	150.00	\$5400.00	5400.00	1593.93	\$3806.07			
Patrick Monteforte 1223 Saugatucket Rd Wakefield RI 02879 5264	Basic Laborer J <input type="checkbox"/> A <input type="checkbox"/>	8				12	12	12	12	44	55.00	\$2420.00	2420.00	702.53	\$1717.47			
	J <input type="checkbox"/> A <input type="checkbox"/>																	
	J <input type="checkbox"/> A <input type="checkbox"/>																	
	J <input type="checkbox"/> A <input type="checkbox"/>																	
	J <input type="checkbox"/> A <input type="checkbox"/>																	
	J <input type="checkbox"/> A <input type="checkbox"/>																	

This certified payroll report has been prepared in accordance with the instructions for this form. I certify that the above information represents the hours worked by wages paid to and bona fide fringe benefits provided to all of the workers employed by the above named employer on this project, contract or building during the period shown. I understand that falsification of this statement is a punishable offense.

FALSIFICATION OF THIS STATEMENT IS A PUNISHABLE OFFENSE

Vincent Monteforte

Owner/President

Vincent Monteforte
SIGNATURE

April 8

23

OFFICER OR PRINCIPAL OF EMPLOYER (Print Name)

TITLE

DATE



CAMPANELLI & ASSOCIATES, P.C.
ATTORNEYS AND COUNSELORS AT LAW

1757 Merrick Avenue · Suite 204 · Merrick, New York 11566
Telephone (516)746-1600
Facsimile (516) 746-2611

Andrew J. Campanelli
Member of NY & CT Bar
Jean M. Smyth
Patricia M. Mackreth
Members of NY Bar

1930-1994

RETAINER AGREEMENT

THE UNDERSIGNED, as authorized representatives of the City of Glen Cove (hereinafter referred to as the "Client"), hereby retain CAMPANELLI & ASSOCIATES, P.C. ("the Firm") for the scope of representation set forth below.

SCOPE OF REPRESENTATION

The Firm is being retained to pursue a civil forfeiture action and/or quiet title action to seek to obtain new titles for two motor vehicles currently in the possession of the Glen Cove Police Department. The two subject vehicles are (1) _____ and (2) _____.

The services included under this agreement will include the commencing and pursuing of a civil forfeiture action in the Supreme Court, Nassau County, to assert such claims on behalf of the Client within the action described hereinabove, and representing the Client through all phases of such litigation, including, but not limited to, discovery, motion practice, and all other facets of such litigation up to and including trials, if necessary.

All of the Firm's services in this matter will end unless otherwise agreed upon in writing and signed by the Firm and the Client when there is a final agreement, settlement, decision, or judgment by the Court within the context of the above matter.

Not included within the scope of the Firm's representation are any appeals from any judgments or orders of the Court. Appeals are subject to separate discussion and negotiation between the Firm and the Clients. Also not included in this agreement's scope are services you may request of us in connection with any other matter, action, or proceeding.

FEES, EXPENSES, AND BILLING PRACTICE

The Client agrees to compensate the Firm in the following manner:

The Firm will charge the Client a flat fee of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS for the legal services to be provided under this agreement.

The Client shall additionally be required to pay the expenses to be incurred in such litigation, which are currently expected to be comprised of: the filing fee to purchase an Index Number (the filing fee), \$210, a Request for Judicial intervention (RJI) Fee of \$95, and a motion filing fee of \$45, and service of process would be \$75-\$100 per Defendant.

The Client shall pay an upfront retainer in the amount of \$3,100 for the flat legal fees and estimated expenses.

In the event that any additional expenses are unavoidable, the Client shall additionally pay the same, and the Firm shall have no obligation to advance such expenses. The Client acknowledges that the abovementioned costs may be crucial in this matter, and their sole responsibility is to advance such expenses. The Firm shall be held harmless from the Client's failure to advance such expenses.

The Firm agrees to provide conscientious, competent, and diligent services following the highest legal and ethical standards and will always seek to achieve solutions that are just and reasonable for the Client. The Firm will use its best efforts on the Client's behalf.

It is understood that it is impossible to predict how long a case will take, how much it will cost, or the resulting outcome. The Firm does not make and has not made any guarantees to the Client about the length, expense, or outcome of the Client's case.

ARBITRATION

The representatives of the Client understand that the City, as the Client, shall have the right to arbitration of any fee dispute which may arise under this, pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Courts, a copy of which will be provided to them upon request.


The parties to this agreement agree that New York State Law shall govern any controversy arising under this agreement. The parties further consent to the exclusive jurisdiction of Courts situated within New York for any such controversies.

Agreed to this ____ day of April 2023.

CITY OF GLEN COVE

By: _____

9 Glen Cove Street
Glen Cove, NY 11542



CAMPANELLI & ASSOCIATES, P.C.

By: Andrew J. Campanelli
1757 Merrick Avenue, Suite 204
Merrick, NY 11566
(516) 746-1600

GLEN COVE SENIOR CENTER
THERAPY AGREEMENT

6I

AGREEMENT made as of this 20th day of April, 2023, by and between Metro Physical, Occupational, and Speech Therapy PLLC, a New York corporation with its principal office at 800 East Gate Blvd., Garden City, N.Y. 11530 (hereafter referred to as "Metro"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage Metro to perform physical assessments of members of the Glen Cove Senior Center and to provide physical and/or occupational therapy for those members who may be determined appropriate to experience such therapies; and

WHEREAS, Metro and its employees have the necessary and required licenses to perform the assessment analyses and therapeutic treatments sought by the City for its Senior Center members, and Metro desires to perform those services on behalf of the City on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the parties agree as follows:

1. **STATEMENT OF WORK:** Metro will supply trained and licensed therapists to conduct analyses of Glen Cove Senior Center members wishing to receive physical and/or occupational therapy to determine appropriate treatment, if any, that the members may benefit from and to provide such treatment to those members. Metro will provide these services from May 1, 2023 through September 30, 2023, at the Glen Cove Senior Center in Glen Cove, N.Y., on a five-day per week schedule. The schedule will be based upon the assessments done by Metro to accommodate the needs of the members, and Metro will provide a sufficient number

of therapists to accommodate those needs. Over the term of this Agreement, Metro will provide 560 hours of therapy.

2. **COMPENSATION:** For the services to be performed by Metro, the City will pay Metro a total of \$70,000, which will be paid in ten (10) biweekly installments of \$7,000 each commencing May 15, 2023 and ending September 15, 2023. The City shall not be responsible for any costs or expenses Metro may incur to provide the services described herein, and Metro shall supply all equipment and materials it may require to perform the services.

3. **INDEPENDENT CONTRACTOR:** Metro understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. Metro shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of Metro, nor shall Metro be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving Metro or any employee of Metro. Metro will provide worker's compensation for its employees in compliance with all federal and state law.

4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective from May 1, 2023 to September 30, 2023 and may be terminated by either party, with or without cause, upon thirty (30) days written notice.

5. **CONFIDENTIALITY:** Metro will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. Metro agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or

produced 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 be unreasonably withheld.

6. **INSURANCE AND INDEMNITY**: Metro agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, Metro shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City immediately upon tender to Metro of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Metro are responsible for the claim does not relieve Metro from its separate and distinct obligation to defend under this Agreement. The obligation to defend extends through final judgment including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Metro asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

Metro shall, at its own 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 the City 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 the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by Metro or anyone directly or indirectly employed by Metro. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

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.

7. **COMPLIANCE WITH LAWS:** Metro hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services provided for in this Agreement. Furthermore, Metro agrees to comply with all federal, state, and local 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.

8. **COMPLETE AGREEMENT: GENERAL PROVISIONS:** This Agreement is the complete Agreement between the Parties and shall 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. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

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

CITY OF GLEN COVE

By: Mayor Pamela D. Panzenbeck, Mayor

METRO PHYSICAL, OCCUPATIONAL,
AND SPEECH THERAPY, PLLC



By: Sajjan Johnson PT, Home Care Director

Sales Rep Name: Con Coakley
ProCare Service Rep: Dennis Odowd

3800 E. Centre Ave
Portage, MI 49009

4/13/2023
230413083934

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1294745
Shipping Acct Num: 1123741
Account Name: Glen Cove EMS
Account Address: 8 Glen Cove Ave
City, State Zip: Glen Cove, NY 11542

Name: Chris DeMetropolis
Title: DM
Phone: (516) 369-4569
Email: cdemetropolis@glencoveny.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	5	1		\$11,020.00

PROGRAM INCLUDES:

LP15 Prevent Onsite:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$11,020.00
Discount	10%
FINAL TOTAL	\$9,918.00

Start Date: 7/8/2023
End Date: 7/7/2024

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.

Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	41489477	LP15 Prevent Onsite
2	LP15	41489578	LP15 Prevent Onsite
3	LP15	41490048	LP15 Prevent Onsite
4	LP15	41489998	LP15 Prevent Onsite
5	LP15	41489758	LP15 Prevent Onsite

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 230413083934

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1294745
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1123741
Company Name	Glen Cove EMS
Contact or Department	Chris DeMetropolis
Street Address	8 Glen Cove Ave
Add'l Address Line	
City, ST ZIP	Glen Cove, NY 11542
Phone	(516) 369-4569

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 230413083934

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	March 29, 2022

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

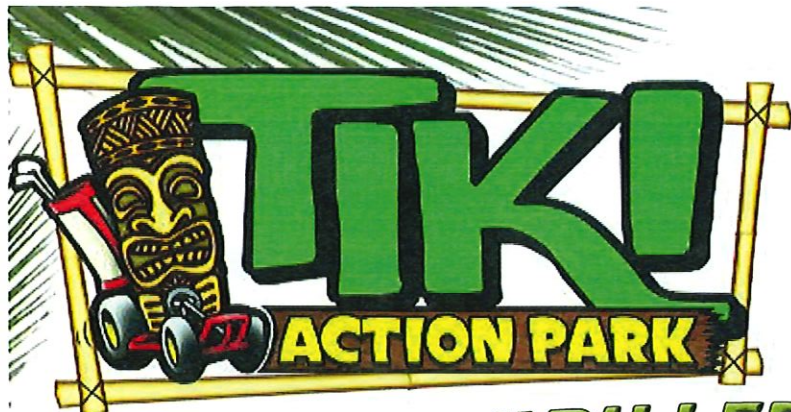
- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.



1878 Middle Cove
(Behind Burger King)
Centereach, NY
631-471-1267 F
E-mail: TikiAction

6K

www.TikiActionPark.com

WE'RE THRILLED TO CONFIRM 2 SUMMER CAMP RESERVATIONS FOR 3+ HOURS OF ACTION PACKED FUN!

Group: City of Glen Cove Youth Bureau

Address: 1288 Glen St. Glen Cove, NY 11542

Organizer: Sandra Potter

Phone: 516-671-4600 E-Mail: SPotter@glencoveny.gov

Date of 1st Visit: July 17, 2023 Approx Arrival Time: 10:30am

Approx. # of Guests: 150 Campers & Staff

Date of 2nd Visit: July 24, 2023 Approx Arrival Time: 10:30am

Approx. # of Guests: 75 Campers & Staff

PACKAGE PRICE per CAMPER: \$17.50 (Staff = Free)

PACKAGE INCLUDES

- ✓ 1 Round of Miniature Golf
- ✓ \$8 Arcade Game Card with Unlimited Free Video Games
- ✓ Option: 1 Go-Kart Race or Additional \$8 Arcade Game Card
- ✓ Unlimited Games of Mission Impassable Laser Maze
- ✓ Ice Water Provided Throughout Visit
- ✓ Use of Indoor Bamboo Party Lounge & Outdoor Picnic Tables
- ✓ Thank you cards with 50% Off Coupon for all guests

Long Island Game Farm Inc.

Invoice

P.O. Box 97

Manorville, NY 11949

Date	Invoice #
4/17/2023	863

Bill To
Glen Cove Youth Bureau 128B Glen Street Glen Cove, NY 11542 Att: Ms. Sandra Potter

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
150	Includes: Park admission and 1 student sized cup of animal food.	19.50	2,925.00
12	One admission no tax	14.50	174.00
	SALES TAX	8.625%	0.00
		Total	\$3,099.00

Phone #	Fax #
631-878-6670	631-878-0202



United Skates of America Inc
unitedskates25@usa-skating.com | 516-795-5474

Invoice #00102524602935381879

Issue date
Apr 17, 2023

7/31/23 (10am-12pm)

We appreciate your business. Socks are required for all skaters to rent our skates. No outside food or drinks will be permitted inside the facility. Final balance is due the day of the trip in either cash, credit card or organization check. \$15 includes admission & skate rental. \$5 for non-skating adults. Skate Mates are \$5 if needed.

Customer

Glen Cove Youth Bureau - Sandra Potter
Glen Cove Youth Bureau
spotter@glencoveny.gov
516-671-4600

Invoice Details

PDF created April 17, 2023
\$1,805.00

Payment

Due July 31, 2023
\$1,805.00

Items	Quantity	Price	Amount
Group Admissions Package #3	120	\$15.00	\$1,800.00
Group Admissions Non Skating Counselors	1	\$5.00	\$5.00
Subtotal			\$1,805.00

Total Due **\$1,805.00**



Pay online

To pay your invoice go to <https://gosq.me/u/Djkn4xeX>

Or open the camera on your mobile device and place the QR code in the camera's view.