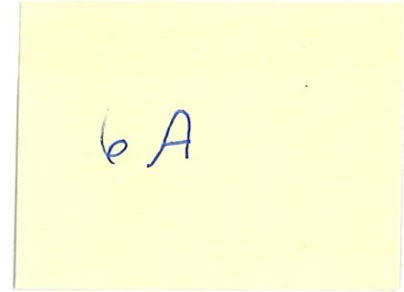


Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



Ann Fangmann
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542 -

Re: Grant No.EMW-2023-PU-00336

Dear Ann Fangmann:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Port Security Grant Program has been approved in the amount of \$18,000.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Glen Cove
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2023-PU-00336-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: CCTV Integration at the Ferry Terminal Site is fully funded for \$18,000.

Article II - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessments, relevant security plans (local or regional; FSP/AMSP/THIRA/etc.), or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.

sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LI - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$18,000 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #1: CCTV Integration at the Ferry Terminal Site: \$18,000

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2023 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$18,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-PU-00336-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05654N2023T		
6. RECIPIENT NAME AND ADDRESS City of Glen Cove 9 Glen Street Glen Cove, NY, 11542 -	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Christopher Ortiz	PHONE NO. 5166761283	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/25/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2023-FA-GC01-P410- -4101-D	\$0.00	\$18,000.00	\$18,000.00	See Totals
			\$0.00	\$18,000.00	\$18,000.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Fri Aug 25 02:23:58 GMT 2023	

6B

GROUND LEASE AGREEMENT

By and Between

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

as Landlord

and

CITY OF GLEN COVE

as Tenant

Dated as of: [____], 2023

**Property Location: Parking Access Parcel between
Brewster Street and Bridge Street
City of Glen Cove, NY
(Section 31; Block 85; Lot 35)**

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Lease") is made as of the [____] day of [____], 2023, by and between the GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation with offices at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 ("Landlord"), and CITY OF GLEN COVE, a New York municipal corporation with offices at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 ("Tenant") (individually said entities are each referred to as a "Party" and, collectively, the "Parties").

ARTICLE 1. DEMISE AND PREMISES

Section 1.1 Demise. Landlord hereby leases to Tenant and Tenant leases from Landlord the land located between Brewster Street and Bridge Street in the City of Glen Cove, Nassau County, New York known on the Nassau County Land and Tax Map as Section 31, Block 85, Lot 35, together with all the rights, benefits and appurtenances thereto (collectively, "Premises"). The Premises are more particularly described in Exhibit A attached hereto.

ARTICLE 2. LEASE TERM/USE

Section 2.1 Term. The term of this Lease ("Term") shall commence on the date hereof ("Commencement Date") and shall expire, unless extended, on December 31, 2122 ("Expiration Date").

Section 2.2 Use of Premises. The Premises may be occupied and used by Tenant for any lawful use, including, without limitation, for the purpose of public or private vehicular parking, pedestrian use and/or access for vehicles and/or pedestrians to Brewster Street and/or Bridge Street, and all matters incidental thereto.

ARTICLE 3. RENT

Section 3.1 Rent. Tenant shall pay to Landlord rent ("Rent") commencing on the Commencement Date defined above, in the amount of One Dollar (\$1) per annum, payable annually in advance.

Section 3.2 Triple Net Lease.

(a) Commencing on the Commencement Date, Tenant shall be required to pay any and all real estate taxes attributable the Premises. Tenant may, but need not, at Tenant's sole cost, initiate and prosecute any tax certiorari or other protests, related to any such real estate taxes. Tenant may pay same in installments (if allowed under applicable law) or under protest. Real estate taxes for periods before and after the term hereof shall be adjusted between the Parties.

(b) Tenant shall be required to arrange and pay for directly to the provider thereof any and all electricity, steam, gas, water and/or other utilities desired by Tenant. Tenant may discontinue, add or change any utility services in its sole discretion from time to time.

(c) Tenant may, but need not, carry any insurance it deems advisable with regard to the Premises.

(d) Tenant may, but need not, renovate, construct, reconstruct, demolish, repair and/or alter from time to time the present or future structural or other portions of the Premises, at its sole cost and expense. Tenant shall be solely responsible for the maintenance, repair, upkeep and renovation of the Premises, including, without limitation, paving, repaving, striping, snow and ice removal, signage, grading and sweeping of same.

(e) Landlord shall from time to time at no cost to Landlord, reasonably cooperate with Tenant in connection with Tenant's use and enjoyment of the Premises as contemplated hereby.

ARTICLE 4. TITLE

Section 4.1 Title. Tenant is taking a leasehold interest subject and subordinate to all existing encumbrances on the Premises (including a certain Easement Agreement in favor of RXR Glen Cove Village Square Owner, LLC, as amended). Landlord shall retain fee title to the Premises.

ARTICLE 5. END OF TERM

Section 5.1 End of Term.

(a) At or before the end of the Term, Tenant will promptly quit and surrender the Premises to Landlord, free of all tenancies or other rights of occupancy.

(b) All equipment and trade or other fixtures and improvements constructed or installed by or for Tenant shall be and remain at all times the property of Tenant. At the end of the Term, Tenant shall cause same to be promptly removed from the Premises and to repair any damage to the Premises caused by such removal.

(c) All equipment and trade or other fixtures and improvements not removed by Tenant by the end of the Term shall be conclusively deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account for same.

ARTICLE 6. MECHANIC'S LIENS

Section 6.1 Mechanic's Liens. Tenant will pay or cause to be paid all costs and charges for work done by or for Tenant in or to the Premises, and for all materials furnished for or in connection with such work. To the extent permitted by applicable law, Tenant will indemnify Landlord against, and hold Landlord harmless of and from, all mechanics' liens and claims of liens, and all other liabilities, claims and demands on account of such work by or on behalf of Tenant. If any such lien is filed against the Premises, Tenant will cause such lien to be discharged of record, by bond, payment of money into court, or otherwise, within one hundred eighty (180) days of Tenant's receipt of notice of the filing of the notice of lien for same.

ARTICLE 7. SUBORDINATION AND NON-DISTURBANCE

Section 7.1 Subordination and Non-Disturbance.

(a) Landlord represents and warrants that as of the date hereof there are no ground or underlying leases covering the whole or any portion of the Premises.

(b) Simultaneously with the execution of any mortgage upon or affecting the Premises that is executed during the Term, Landlord shall obtain for and deliver to Tenant a standard form of subordination, non-disturbance and attornment agreement (in form and substance reasonably satisfactory to Tenant) from the mortgagee.

(c) As long as Tenant pays Rent and is not in default of any of the terms, conditions, or covenants of this Lease beyond any applicable notice and grace periods, any purchaser or mortgagee or ground lessor shall recognize this Lease as remaining in full force and effect.

ARTICLE 8. EMINENT DOMAIN

Section 8.1 Taking. If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord and/or Tenant in lieu of such exercise) (a "Taking") this Lease will terminate on a date ("Termination Date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If more than ten (10%) percent of the area of the Premises is so taken, or such portion of the Premises shall be so taken that the remainder of the Premises shall not, in Tenant's judgment, be reasonably sufficient for Tenant to continue operation of its business in substantially the same manner as before such taking, then Tenant may cancel this Lease by written notice to Landlord given on or before sixty (60) days after the Termination Date. In the event of any such Taking, Landlord and Tenant shall each be entitled to claim compensation for its respective interest in the Premises.

Section 8.2 Partial Taking. In the case of a partial Taking, and Tenant has not exercised its right to cancel this Lease, this Lease shall remain in full force and effect; provided, however, that:

(a) on the date of such Taking, this Lease shall terminate as to the portion of the Premises taken (which portion shall be deemed excluded from the Premises); and

(b) the Rent and other amounts due hereunder shall be reduced by a proportional amount.

ARTICLE 9. DAMAGE AND DESTRUCTION

Section 9.1 Damage and Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, this Lease and the Tenant's

obligations hereunder shall not be affected thereby. Tenant may, but need not, rebuild, repair, alter, demolish or otherwise deal with the Premises as it shall deem appropriate in each instance.

ARTICLE 10. QUIET ENJOYMENT

Section 10.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that so long as this Lease is in effect Tenant may peaceably and quietly enjoy the Premises and Tenant's possession will not be disturbed by anyone claiming by, through or under Landlord.

ARTICLE 11. DEFAULT BY TENANT

Section 11.1 Default by Tenant, Remedies.

(a) Any one of the following shall be a default by Tenant (a "Default"): (i) if Tenant fails to pay Rent within thirty (30) days after notice from Landlord that same is past due, or (ii) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed other than failure to pay Rent and fails to cure said default within sixty (60) days after notice from Landlord, but if such non-monetary default is not susceptible of cure within such sixty (60) day period, Tenant shall not be in default if it takes reasonable steps to commence to cure and diligently completes such cure within a reasonable time after such notice.

In case of the occurrence and continuance of a Default, and upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord shall have the option, upon thirty (30) days written notice, to terminate this Lease and shall have the right, immediately thereafter to re-enter the Premises and dispossess Tenant, its legal representatives and other occupants and their property by appropriate legal proceedings.

(b) In case of re-entry or dispossession by legal proceedings, or termination of this Lease by Landlord as in subparagraph (a) above provided, Tenant shall be liable to Landlord for all reasonable expenses Landlord incurs for: (i) legal fees and other expenses related to obtaining possession; and (ii) brokerage commissions in obtaining another tenant.

Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to relet the Premises and to mitigate its damages hereunder.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, OR AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

Section 12.1 Tenant's Rights. Tenant may, without the consent of but upon reasonable notice to, Landlord, sublease all or any portion of the Premises from time to time

in Tenant's sole discretion. Tenant may, without the consent of but upon reasonable notice to, Landlord, assign this Lease and Tenant's interest herein, in Tenant's sole discretion.

Section 12.2 Landlord's Rights. Landlord may, upon reasonable prior notice to Tenant, assign its interest in and to this Lease.

ARTICLE 13. NOTICES

Section 13.1 Notices. All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be directed to Landlord as follows:

Glen Cove Industrial Development Agency
City Hall, 9-13 Glen Street
Glen Cove, NY 11542
Attention: Executive Director

with a copy to: Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

All notices from Landlord to Tenant required or permitted hereunder shall be directed to Tenant as follows:

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

with a copy to: City of Glen Cove
City Hall, 9-13 Glen Street
Glen Cove, NY 11542
Attention: City Attorney

All notices to be given hereunder by either Party shall be written and sent by registered or certified mail, return receipt requested, postage prepaid, hand delivered or sent via a nationally recognized next day courier service (such as Federal Express, DHL, etc.) addressed to the Party intended to be notified at the address set forth above. Either Party may, at any time, or from time to time, notify the other in writing of a substitute address(es) for that given above, and thereafter notices shall be directed to the substitute address(es). Notice given by certified or registered mail or by next day courier service as aforesaid shall be deemed given on the date of deposit in the mail or with the next day courier service. Notices hand delivered shall be deemed given on the day delivered (or first refused for delivery).

ARTICLE 14. ESTOPPEL CERTIFICATES

Section 14.1 Estoppel Certificates. Within thirty (30) days after receipt of Landlord's or Tenant's request ("Requesting Party"), Landlord or Tenant, as the case may be

("Answering Party"), shall execute and deliver to the Requesting Party a declaration to any person designated by such Party: (i) stating the Commencement Date and Expiration Date of the Lease; and (ii) certifying (a) that this Lease is in full force and effect (stating exceptions, if any) and has not been assigned, modified, supplemented or amended (except by such written instruments set forth therein), (b) that all conditions under this Lease to be performed by the Answering Party have been satisfied (stating exceptions, if any), (c) to the best knowledge of Answering Party, no defenses or offsets against the enforcement of this Lease by the Answering Party exist (or stating those claimed), (d) advance Rent, if any, paid by Tenant, (e) the date to which Rent has been paid, and (f) such other information as the Requesting Party reasonably requires.

ARTICLE 15. MISCELLANEOUS

Section 15.1 Waiver. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such Rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 15.2 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant with respect to the subject matter hereof, other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both Parties.

Section 15.3 No Partnership. The Parties do not by execution of this Lease, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with the other Party hereto.

Section 15.4 Force Majeure. If either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5 Captions and Section Numbers. This Lease shall be construed without reference to the titles of Articles and Sections, which are inserted only for convenience of reference.

Section 15.6 Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

Section 15.7 Broker's Commission. Each Party represents and warrants to the other that it has not dealt with any broker or finder in connection with the execution of this Lease

and, to the extent permitted by applicable law, each Party shall defend, indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees) in connection therewith.

Section 15.8 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.9 Applicable Law. This Lease shall be construed under the laws of the State of New York, as the same may be in effect from time to time, without regard to its principles of conflicts of law.

Section 15.10 Landlord's Consent. Wherever in this Lease Tenant is required to, or desires to, obtain Landlord's consent or approval, Landlord agrees to not unreasonably withhold, delay or condition any such consent(s).

IN WITNESS WHEREOF, Landlord and Tenant have signed this Ground Lease Agreement as of the date and year first above written.

LANDLORD:

GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY

By:_____

TENANT:

CITY OF GLEN COVE

By:_____

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

On the ____ day of _____, 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Premises Description



as agent for
Abstracts Incorporated

SCHEDULE A DESCRIPTION (EXHIBIT A)

Title Number: ST-47005
Page: 1

ALL that certain plot piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Brewster Street distant the following three (3) distances and courses from the northerly end of an arc of a curve bearing to the left having a radius of 40.00 feet and a length of 39.38 feet which connects the easterly side of Brewster Street and the northerly side of Glen Cove Avenue:

1. North 01 degree 51 minutes 40 seconds East, 36.44 feet;
2. Northerly along the arc of a curve bearing to the right with a radius of 941.67 feet and a distance of 16.06 feet;
3. North 13 degrees 42 minutes 10 seconds East, 43.96 feet to the true point or place of BEGINNING;

RUNNING THENCE northerly along the easterly side of Brewster Street, the following two (2) courses and distances:

1. North 13 degrees 42 minutes 10 seconds East, 229.29 feet;
2. Along an arc of a curve bearing to the right with a radius of 560.00 feet and a distance of 45.23 feet;

THENCE South 70 degrees 17 minutes 02 seconds East, 51.14 feet;

THENCE South 13 degrees 40 minutes 18 seconds West, 118.23 feet;

THENCE South 89 degrees 31 minutes 20 seconds East, 106.22 feet;

THENCE South 00 degrees 59 minutes 11 seconds East, 16.01 feet;

THENCE South 89 degrees 38 minutes 32 seconds East, 51.73 feet;

THENCE North 01 degrees 52 minutes 10 seconds East, 24.73 feet;

THENCE South 87 degrees 32 minutes 03 seconds East, 168.83 feet to the westerly side of Bridge Street;

THENCE South 02 degrees 30 minutes 35 seconds West along the westerly side of Bridge Street, 71.34 feet;

THENCE North 88 degrees 32 minutes 55 seconds West, 165.03 feet;



Residential & Commercial Title Insurance since 1984

as agent for

Abstracts Incorporated

**SCHEDULE A DESCRIPTION
(EXHIBIT A)**

**Title Number: ST-47005
Page: 2**

THENCE North 88 degrees 59 minutes 14 seconds West, 82.12 feet;

THENCE South 01 degree 00 minutes 46 seconds West, 42.17 feet;

THENCE South 86 degrees 35 minutes 56 seconds West, 38.00 feet;

THENCE South 03 degrees 24 minutes 04 seconds East, 16.95 feet;

THENCE South 86 degrees 35 minutes 56 seconds West, 126.89 feet to the easterly side of
Brewster Street, the point or place of BEGINNING



ENGINEERING
EXCELLENCE
SINCE 1889

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

September 7, 2023

Mr. Michael Yeosock P.E., Director DPW
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

6C

Re: Repair of East Island Bridge Tide Gates

Dear Mr. Yeosock

Pursuant to your request, below is our scope of work and estimated fee, to perform the services required to inspect, evaluate and prepare details for the repair of two (2) tide gates.

PART I – SCOPE OF WORK

1. **Inspection and Evaluation**— LKB will perform a site inspection of the two (2) damaged tide gates. The inspection will be performed at low tide from a raft. LKB engineers will document the conditions by preparing field sketches and taking photographs. In addition, while at the site, LKB will perform a cursory inspection of the remaining gates to see if similar problems are developing.
2. **Repair Details** – Based upon our inspection findings, LKB will develop details for repairing the deficient gates identified. Details will be submitted to the City for review and comment, revised as necessary and resubmitted for use by the City to provide to a contractor to make the repairs.
3. **Construction Support**– LKB will answer questions during construction and make one (1) field visit if required.

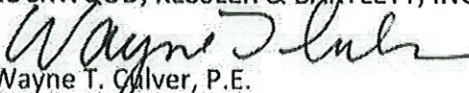
PART II – FEE

The requested fee required to complete the above tasks is \$6,500. The hours and rates are shown in the attached staffing table.

If you are in agreement with this proposal, please provide us with a purchase order to proceed. We look forward to working with you on this project and hope that we can continue to be of service to you in the future.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.


Wayne T. Culver, P.E.

Project Manager

STAFFING TABLE
Repair of East Island Bridge Tide Gates
LOCKWOOD KESSLER AND BARTLETT, INC.

Job Title	Phases			Total Hours	Hourly Rate	Direct Tech. Labor
	1	2	3			
Project Manager	2	2	2	6	\$68.00	\$408.00
Senior Engineer	6	10	4	20	\$52.00	\$1,040.00
Engineer	8	8	2	18	\$40.00	\$720.00
CAAD Technician	0	6	0	6	\$38.00	\$228.00
Landscape Architect	0	0	0	0	\$45.00	\$0.00
Total	16	26	8	50		\$2,396.00

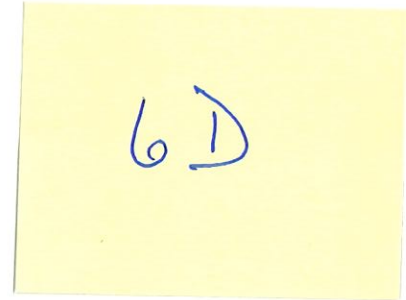
Phases

Task 1 - Inspection and Evaluation

Task 2 - Repair Details

Task 3 - Construction Support

Fee @ 2.7 x DTL = \$6,469.20
 Use \$6,500.00



September 13, 2023

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

**Re: HVAC Upgrades at
City of Glen Cove Senior Center
Glen Cove, New York
H2M Proposal No.: LP231095**

Dear Mr. Yeosock:

H2M architects + engineers (H2M) is pleased to provide this proposal for Professional Engineering services associated with the upgrades to the existing HVAC (heating, ventilating, and air-conditioning) systems at the City of Glen Cove Senior Center.

Based on the above, H2M proposes to provide the following services:

TASK 1 – FINAL CONTRACT DOCUMENT PHASE

1. Prior to bidding the current construction documents, H2M had prepared the work scope as multiple add-alternate work phases at the City's direction; this effort had been covered under a prior proposal. After further internal planning by the City, the City requested H2M to re-package the full project scope without the distinct alternates. Task 1 effort is for updating drawing title blocks and dates, revising notes and drawings, and general correspondence with the City for the additional revisions.

TASK 2 – CONSTRUCTION ADMINISTRATION PHASE

1. **Pre-Construction Conference:** Schedule and conduct a pre-construction conference with the Contractor and the City. The purpose of the conference is to introduce the participants in the project and to familiarize the Contractor with the policies and procedures to be followed during the project. H2M will prepare and distribute meeting minutes.
2. **Contractor Payment Requisitions:** Receive and log all Contractor payment requisitions (budgeted as 1 requisition per month). Payment requisition pencil copies are to be reviewed and returned with comments indicating acceptability. Approved pencil copies are to be re-submitted for execution. Review relative percentage complete on work items; log inclusion of City required voucher, certified payroll receipts, affidavits of payment of debts and claims. Transmit to the City for review of logged items and for issuance of payment to the Contractor.
3. **Contractor Submittals/Shop Drawings:** Receive and log all submittals made by the Contractor in accordance with the approved schedule of submittals. Submittals are to be reviewed and returned with a grade indicating level of acceptability. It will be acceptable for the Contractor to resubmit on any item two times following initial comment by A/E. Additional, delayed or late reviews requested by the Contractor are subject to be back charged to the Contractor, by the City, to cover additional A/E review time.

4. **Contractor Requests for Information:** Receive and log all RFI's submitted by the Contractor. RFI's are to be reviewed and returned with a response suitable to the request made by the Contractor.
5. **Construction Progress Meetings:** Attend bi-weekly meetings with the City and the Contractor to review the status of the project. H2M will prepare and distribute meeting minutes for each meeting.
6. **Construction Observation:** Attend up to two site meetings for unforeseen construction circumstances or where it is desired for the Engineer to be present for a certain construction task. This is in addition to the regular construction progress meetings listed above.
7. **Construction Punchlist:** Provide a punchlist inspection of the work upon notice of substantial completion. H2M will prepare a list of final items for the Contractor to address based on this inspection.
8. **Commissioning:** Attend a virtual commissioning kick off meeting. Commissioning agent responsible for assembly of meeting and meeting minutes. Be available as required to answer questions during commissioning process.
9. **Final Inspection:** Provide a final inspection of the work to ensure all punchlist items have been addressed by the Contractor.
10. **Contractor Closeout Submittals:** Receive and log closeout submittals made by the Contractor. Submittals are to be reviewed and returned with a grade indicating level of acceptability.

REIMBURSABLE EXPENSES

H2M recommends an allowance of **\$1,000.00** and shall be reimbursed for all normal and customary out of pocket expenses required to complete the work on this phase of the project. Reimbursable expenses shall include the following:

1. Drawing and document reproduction and copies
2. Requested Express mail and delivery
3. Mileage

FEE SCHEDULE FOR BASE SERVICES AGREEMENT

Task 1 – Final Construction Document Phase	Not to Exceed:	\$3,500.00
Task 2 – Construction Administration Phase (Based on an estimated 38 week construction period)	Not to Exceed:	\$39,000.00
Reimbursable Expenses	Not to Exceed:	\$1,000.00
TOTAL ESTIMATED FEE:		\$43,500.00

HOURLY RATE SCHEDULE

Title	Rate (\$/hr)
Practice Leader	\$261.90
Discipline Engineer	\$202.05
Project Mechanical Engineer	\$155.55
Project Electrical Engineer	\$161.55
Staff Engineer	\$106.05
Administrative	\$100.00

SERVICES EXCLUDED

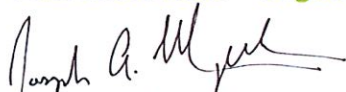
- Permitting phase services, review submissions, or permit fees
- As-builts shall be provided by the installing contractor
- Any work not specifically outlined above

All terms and conditions shall be as set forth in the agreement for professional engineering services between H2M and the City of Glen Cove dated February 8, 2022.

We appreciate the opportunity to work with the City of Glen Cove on this project. If you have any questions or require further clarification prior to our meeting, please feel free to contact the undersigned at (631) 756-8000, extension 1142.

Very truly yours,

H2M architects + engineers



Joseph A. Manzella, P.E., LEED AP
Vice President

Enclosure

PROPOSAL AGREED & ACCEPTED BY:

Signature: _____

Print Name: _____

Title: _____

Client: City of Glen Cove
Address: 9 Glen Street
Glen Cove, New York 11542

Date: _____



LiRo Engineers, Inc.
A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

September 13, 2023

Michael M. Yeosock, P.E.
Director of Public Works
City of Glen Cove
Glen Cove City Hall, 9 Glen Street
Glen Cove, NY 11542

6E

Re: Morgan Memorial Park Pavilions Restoration and Seawall Rehabilitation Phase II
As part of the State and Municipal Facilities Program (SAM)

Dear Mr. Yeosock:

LiRo is pleased to submit this letter proposal for Engineering Services for the State and Municipal Facilities Program (SAM) Project at Morgan Memorial Park in the City of Glen Cove. This SAM project includes two components:

- 1) Restoration of the recreational pavilions at Morgan Park.
- 2) The second phase of rehabilitation of the Morgan Park seawall, including the Arbor/Teahouse.

LiRo provided design support and conducted part-time construction inspection for the seawall at Morgan Park during the first phase of rehabilitation. LiRo also conducted a post-construction inspection and Phase II scoping for the same. Hence, LiRo is very familiar with the project site and the scope of work relating to the two components of the project.

The Pavilion Restoration and Seawall Rehabilitation Phase II are independent in their design scope and construction; as such, this proposal organizes them in two separate tasks. LiRo confirmed with the State Historic Preservation Office (SHPO) that the "No Adverse Impact on cultural resources" designation that was issued in December of 2020 is valid for the continuation of the rehabilitation work at the seawall. However, a SHPO determination is still required for the Arbor/Teahouse and Beach Pavilions. Efforts for pursuing a SHPO determination for the Arbor/Teahouse and Pavilion restoration are included in the scope herein.

Task 1: Pavilion Restoration

Three recreational pavilions located adjacent to Morgan Park beach, near the south end of the Morgan Park seawall are severely deteriorated and in need of restoration. The restoration is anticipated to include replacement of the existing masonry with new brick masonry, potentially rebuilding of the pavilion brick columns, as well as replacement of the existing roof shingles, fascia boards, soffits, and ceilings of the pavilions. The scope of this task is defined below in a chronological order:

Task 1A: Site Visit and Condition Assessment

LiRo Engineers will visually inspect the three structures to assess the existing condition and determine the extent of the repair work required. A Condition Assessment memorandum will be submitted to the City of Glen Cove to summarize and document the findings of the site visit. The memo will also outline the work required to bring the pavilions to a state of good repair.



A scissor lift will be utilized to access the roof for a close-up evaluation and determination of areas in need of repair. The cost of a scissor lift rental will be a direct expense pre-approved by the City of Glen Cove.

Task 1B: SHPO Determination and Other Permitting

Upon the City of Glen Cove's approval of the repair scope outlined in the memo prepared and submitted under Task 1A, LiRo will issue a request for SHPO determination. LiRo will also investigate the State Environmental Quality Review Act (SEQR) requirements and obtain a classification for the pavilions' restoration.

Contract Documents are not included in this proposal.

Task 2: Seawall Rehabilitation Phase II

Phase II encompasses repairs to approximately 75 feet of the seawall, inclusive of the seawall at the base of the Arbor/Teahouse. A gutter will be installed at the top side of the Arbor/Teahouse seawall as was done for the remainder of the wall length, regrading will be completed at the Arbor/Teahouse to improve the drainage and the deteriorated floor surface will be removed and replaced. The seawall will be repointed with new mortar. Granite blocks will be repaired, with any loose blocks stabilized. The Arbor/Teahouse's stone pillars will be repointed, and loose blocks will be secured.

Task 2A: SHPO Determination and Other Permitting

LiRo will issue a request for SHPO determination for the extended limits of the seawall rehabilitation, encompassing the arbor/teahouse, and any added scope not previously included (gutter, floor replacement, etc.)

Please note that design, bid support, construction phase services, and construction inspections have been excluded from the scope of work. LiRo may provide such services under separate cover, upon request.

**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

Fee

Below is the anticipated not to exceed (NTE) cost per task and the breakdown for the two components of the SAM Project at Morgan Memorial Park in the City of Glen Cove. The scope of work will be billed at an hourly/NTE basis at the multiplier and rate caps per the 2023 on-call contract for engineering services.

Task 1: Pavilion Restoration FEE (Proposal)**1A) Site Visit and Condition Assessment**

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
PM, QC	10	\$210	\$2,100
Designer 1	16	\$195	\$3,120
Designer 2	12	\$120	\$1,440
			\$6,660

Direct Expense (Scissor Lift cost) \$1,300

1B) SHPO Determination and Other Permitting

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
PM	6	\$210	\$1,260
Designer	12	\$195	\$2,340
			\$3,600

Total	\$11,560
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Task 2: Seawall Rehabilitation Phase II FEE (Proposal)**2A) SHPO Determination**

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
PM	4	\$210	\$840
Designer	2	\$195	\$390
			\$1,230

Total	\$1,230
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LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

This proposal is subject to the terms and conditions of our on-call contract for engineering services. It is LiRo's understanding that this project does not conform to any specific State-Funded Project requirements and does not have a minority participation obligation.

LiRo appreciates the opportunity to support the City of Glen Cove with this important assignment. Please do not hesitate to reach me at gennaweya@liro.com or 516-636-3708 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Abba Gennawey', is written over a horizontal line.

Abba Gennawey, P.E.

Approved

Date



Name: Elizabeth Mestres
Title: Sr. Account Clerk, C
Public Works
Address: 9 Glen Street
City, State, Zip: Glen Cove, NY 11545
Phone: 516.676.4402
Email: emestres@glencoveny.gov
Website: glencoveny.gov

6F

This agreement is between Community Showcase Banners, LLC an affiliate company of CGI Communications, Inc. D/B/A CGI Digital and the city of Glen Cove, NY, and shall remain in effect from the date it is signed by both parties until the completion of the three (3) years of banner display, as described herein.

Community Showcase Banners shall provide the following:

- A minimum of 25 full-color, custom graphic vinyl banners for all permissible poles
- Business sponsors featured on the bottom 30% of the banner
- Artwork, design and size customized to meet your community's specifications (standard size 30" x 72")
- All brackets, hardware, installation and maintenance
- Quantity of banners determined by number of sponsor participants
- Duration of sponsor participation will be one (1) year with the option to renew each following year of the agreement
- Sponsorship fulfillment including all related aspects of marketing, production, and printing
- The city of Glen Cove, NY will assume no cost or liability for the sales and production of the banners for this project

The city of Glen Cove, NY shall provide the following:

- Letter of introduction supporting the program on your organization's letterhead
- The right for Community Showcase Banners to use organization's name in connection with the preparation, production and marketing of the program set forth herein only
- Identification of, access to, and permission to utilize the preferred pole sites for proper banner placement
- Identification of and access to a minimum of 25 poles for banner placement

We, the undersigned, understand the above information and have full authority to sign this agreement.

Glen Cove, NY	Community Showcase Banners / CGI Communications, Inc.
Signature:	
Name (printed):	Name (printed): Nicole Rongo
Title:	Title: Vice President, Government Relations & Strategic Partnerships, CGI Communications, Inc.
Date:	Date: 7/26/2023



130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
communityshowcasebanners.com

66

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Youth Services and Recreation

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-671-4600

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Supreme Martial Arts, Inc.

Type Entity: () Sole Proprietorship () Partnership (X) Corporation

Address: 17 Greenwood Dr

City/State/Zip: North Babylon, NY 11703

Business Telephone: 516-532-2361

Email: SupremeMartialArts@protonmail.com

3. WORK TO BE
PERFORMED

AGENCY desires that IC perform, and IC agrees to perform the following work:

Martial Arts Instruction

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$2970 - divided into 3 quarterly payments
of \$990 each. to be paid

Dates: Dec. 2023, March 2024, and June 2024

5. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

6. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

AGENCY will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain AGENCY prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.

7. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

8. FRINGE BENEFITS &
WORKER'S COMPEN-
SATION

Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.

9. WORK PRODUCT
OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of AGENCY. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership AGENCY to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to AGENCY. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to AGENCY all records, notes, documentation, and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF
AGREEMENT

This agreement shall become effective on Oct. 3, 2023
and shall terminate on June 11, 2024

12. TERMINATION
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

13. TERMINATION
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

Supreme Martial Arts

Sensel Andrew Goldberg
17 Greenwood Dr
North Babylon, NY 11703



QUOTE

DATE: 9/11/2023
QUOTE # 003
CUSTOMER ID 1010

BILL TO:

City of Glen Cove
Glen Cove Youth Bureau - After 3
128B Glen St
Glen Cove, NY 11542

DESCRIPTION	HOURS	RATE	AMOUNT
Martial Arts Instruction - Tuesday, October 3, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, October 10, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, October 17, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, October 24, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, October 31, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, November 7, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, November 14, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, November 21, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, November 28, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, December 5, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, December 12, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, December 19, 2023 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, January 2, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, January 9, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, January 16, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, January 23, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, January 30, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, February 6, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, February 13, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, February 20, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, February 27, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, March 5, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, March 12, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, March 19, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, March 26, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, April 2, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, April 9, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, April 16, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, April 23, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, April 30, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, May 7, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, May 14, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, May 21, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, May 28, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, June 4, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Martial Arts Instruction - Tuesday, June 11, 2024 - 4:30 PM to 5:15 PM	0.75	\$110.00	\$82.50
Make all checks payable to: Supreme Martial Arts	TOTAL DUE:		\$2,970.00

Thank You For Your Business!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising PHONE (A/C, No, Ext): 1-800-648-6406 FAX (A/C, No): 1-260-459-5940 E-MAIL ADDRESS: info@martialartsinsurance-kk.com PRODUCER CUSTOMER ID:	
INSURED Andrew Goldberg DBA: Supreme Martial Arts 17 Greenwood Drive North Babylon, NY 11703 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
2000967762 CP# 13		NAIC # 38970	

COVERAGES**CERTIFICATE NUMBER:** 2000592989**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		M1RPG000000131400	01/18/23 12:01 AM	01/18/24 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Martial Arts Instructor

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

This certificate is effective 09/14/2023

CERTIFICATE HOLDER**CANCELLATION**City of Glen Cove
9 Glen Street
Glen Cove, NY 11542
Owner/Manager/Lessor of Premises

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Glen Cove 9 Glen Street Glen Cove, NY 11542
Named Insured: Andrew Goldberg DBA: Supreme Martial Arts CP# 13
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE



6H

JILL D. NEVIN
COMMISSIONER

DEBBIE PUGLIESE
DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging

60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

8/24/23

Pam Panzenbeck, Mayor
City of Glen Cove, City Hall, Senior Center
9 Glen Street
Glen Cove NY, 11542

Dear Honorable Panzenbeck,

We are pleased to inform you that we are amending your current contract in the sum of **\$75,000** for your Title IIIB, Title IIIC-1 and Title IIIE of the Older Americans Act programs; funding period of January 1, 2023, through December 31, 2023. Individual budgets must be developed for each program based on the following amounts.

Program	Award Amount
Title IIIB	\$0
Title IIIC-1	\$75,000
Title IIIE	\$0
TOTAL	\$75,000

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,

Debbie Pugliese, Deputy Commissioner
Office for the Aging
Department of Human Services
60 Charles Lindbergh Boulevard
Uniondale, NY 11553-3687

AMENDMENT NO. 3

THIS AMENDMENT, (together with any schedules, appendices, attachments and exhibits, if any, this "Amendment"), dated as the date that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting for and on behalf of the Nassau County Department of Human Services, Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553-3687 and (ii)) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQHS20000008 between the County and the Contractor, executed on behalf of the County on April 9, 2020 as amended by Amendment No. 2 (collectively, the "Original Agreement"), the Contractor performs certain services for the County in connection with services/ program which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services") and Attachment A; and

WHEREAS, the term of the Original Agreement as amended is from January 1, 2020 through December 31, 2023 (the "Original Term"); and

WHEREAS, the maximum amount that the County agrees to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Eighty Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$1,580,388.00) (the "Maximum Amount"); and

WHEREAS, the parties are desirous of increasing the Maximum Amount of the Original Agreement by Seventy Five Thousand and 00/100 dollars (\$75,000.00).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. The scope of services under this Amendment is to include the continuation and expansion of services as set forth in attachment A of the original agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy-Five Thousand and 00/100 dollars (\$75,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Six Hundred Fifty-Five Thousand Three Hundred Eighty-Eight and 00/100 Dollars (\$1,655,388.00) (the "Amended Maximum Amount").

3. Payments. The additional funding authorized under this Amendment shall be payable in advance at the same percentage as provided under the Original Agreement, with the remaining balance paid on a reimbursement basis.

4. Budget. The budget referred to in Section 3 (h) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the "Amended Budget").

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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

City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

6 I

REVOCABLE PERMIT for USE OF FACILITY

between

THE CITY OF GLEN COVE, NEW YORK

and

NEW YORK STATE DEPARTMENT OF HEALTH

**Revocable Permit for Non-Commercial Use of City Facilities –
New York State Master Plan for Aging Town Hall**

THIS REVOCABLE PERMIT, made as of August 2, 2023, by and between the CITY OF GLEN COVE, NEW YORK, a municipal corporation organized under the laws of the State of New York, and having its principal place of business located at 9 Glen Street, Glen Cove, New York, 11542 (hereinafter referred to as the “City”), by and on behalf of the Glen Cove Senior Center, located at 130 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as the “Center”), and the NEW YORK STATE DEPARTMENT OF HEALTH, an Executive Agency of the State of New York (the “State”), organized and existing under the laws of the State of New York, having its principal place of business located at the Corning Tower, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237 (hereinafter referred to as the “DOH” or the “Permittee”). The City and DOH may be referred to collectively as “the Parties” and each a “Party.”

WHEREAS, the State’s Master Plan for Aging, one of the first-in-the-nation initiative launched in 2023 by Governor Kathy Hochul, which is being implemented under the leadership of the DOH Office of Aging and Long Term Care and the New York State Office for the Aging, is envisioned to make the State the best place in the United States to live throughout the entire lifetime of its citizens;

WHEREAS, in order to afford the citizens of the State the fullest possible opportunity to participate in the development of the State’s Master Plan for Aging, the DOH Office of Aging and Long Term Care and the New York State Office for the Aging- are holding a series of Town Halls throughout the State during 2023 to explain the Governor’s and the MPA team’s ideas for the State’s Master Plan and to elicit input from the citizens of the State to inform and enhance the further development of the Master Plan;

WHEREAS, in furtherance of the Governor’s and the DOH’s outreach, the DOH would like to organize a Master Plan for Aging Town Hall for the citizens of the communities of Glen Cove, Glenwood Landing, Glen Head, and Sea Cliff, and throughout the North Shore of Nassau County and Long Island (“the Event”); and

WHEREAS, the DOH requires certain public meeting facilities to conduct the Event;
and

WHEREAS, the City has ideal facilities for the Event available at the Center and wishes to make them available to the DOH on a voluntary basis as contemplated by subsection 3 of Public Health Law § 3082; and

WHEREAS, the Parties desire to enter into an agreement whereby the City will make the facilities of the Center available to the DOH for the Event.

NOW, THEREFORE, be it known that a Revocable Permit ("Permit") is hereby granted to the DOH, subject to the terms and conditions as hereinafter provided, to use the facilities of the Center (the "Premises"), and the equipment specified in *Exhibit A* attached hereto and made a part hereof, on the date and at the times specified in *Exhibit A*.

1. The City shall provide the facilities and services listed on *Exhibit A* without charge to DOH (the "Designated Facilities and Services"). Unless otherwise agreed in writing, any other facilities and/or services ("Other Facilities and Services") provided by the City to DOH in connection with the Event shall be reimbursed to the City or to the Center, as directed by the City, by DOH. Following the Event, the City will submit documentation related to any additional costs and expenses incurred by the Center for any Other Facilities and Services used to meet the needs of DOH for the Event.
2. The City shall supply all ordinary and necessary water, gas, electricity, light, heat, ordinary janitorial and sewerage facilities for the Premises (the "Utilities") during the Event. DOH agrees to reimburse the Center for any additional costs of Utilities that exceed the Center's Normal Operational Expenses. Normal Operational Expenses shall be calculated using the monthly average from the last three months of the expenses (preceding September 1, 2023) associated with the normal operation of the Designated Facilities and Services. No telephone or Internet service shall be provided by the City or the Center to DOH for or during the Event.
3. The DOH shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition.
4. The DOH shall be responsible for any and all damages or loss by theft or otherwise of property occurring on the Premises or at the Center due to the DOH's presentation of the Event and during DOH's use of the Premises, whether caused by DOH's personnel as defined *infra* herein, or by DOH's invitees to the Event.
5. The DOH shall be responsible for the supervision of all of its own personnel and its invitees involved with the Event and agrees to remove any personnel or invitees whose actions, or failure to act, in the reasonable judgment of DOH or the Center, are deemed to be detrimental to the City or the Center. For purposes of this Permit, the term "personnel" shall be defined as officers, employees, agents, contractors, volunteers and subcontractors of the DOH.

6. The Parties agree that any Center employees who volunteer for the Event and are accepted as volunteers by DOH shall be given an appropriate volunteer appointment covering their volunteer activities.
7. The DOH shall conduct the Event solely during the hours specified in *Exhibit A*, to ensure proper crowd and traffic control both within the Premises and upon the City's roads and parking areas.
8. The DOH shall provide appropriate signage to direct members of the public to the appropriate location for and during the Event.
9. The DOH agrees that its use of the facilities of the Center under this Permit shall be strictly in accordance with its own standards for the activities in connection with the Event pursuant to all guidance, regulations and statutes it deems applicable thereto, and in accordance with all reasonable procedures and policies of the Center that are stipulated by the Director of the Center.
10. The DOH shall be solely responsible for the removal and disposal of all waste from the Premises resulting from the Event in accordance with governing New York Public Health and New York Environmental Conservation law and regulations.
11. This Permit shall be interpreted according to the laws of the State of New York. The DOH shall comply with all applicable regulations and policies of the Center, and with all laws, rules, orders, regulations, and requirements of the local State governments applicable thereto.
12. The DOH agrees that the issuance of this Permit shall in no way diminish the statutory authority of the City and the Center to possession, pursuant to the applicable provisions of law, of the City-controlled property to which this Permit relates; nor shall the dominion and control by the City over the said City property be in any way diminished.
13. The DOH specifically agrees that this Permit shall be void and of no further force and effect upon any use of the City-controlled property to which this Permit relates which is inconsistent with State or City Law or which in any way conflicts with the purposes or objectives of the Center.
14. Upon removal from said Premises, the DOH shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these Premises were in when the use by the DOH began, other than ordinary wear and tear to the Premises.
15. The DOH shall have the right, so long as this Permit shall remain in force, to enter the lands and facilities designated in *Exhibit A* for the purpose of preparing for and presenting the Town Hall Event.
16. The DOH assumes all risk incidental to its conducting of the Event and its use of the Premises and ancillary equipment specified in *Exhibit A*, and the State shall be solely responsible for any and all accidents and injuries to persons and property arising out of or in connection with the Event, unless any such accident or injury is caused by the act or

omission of the City or the Center or any of their employees, officers, or authorized agents. The City shall be responsible solely to the extent any damages are attributable to the negligence of the City or of its officers, employees, or authorized agents when acting within the course and scope of their employment.

17. The Parties acknowledge that the DOH and the State are self-insured for Workers Compensation, Disability Benefits and Paid Family Leave insurance, and for General Liability Insurance, and shall be so insured throughout the duration of this Permit.
18. The DOH specifically agrees that if this Permit is cancelled or terminated for any reason, the DOH shall have no claim against the City, its officers and employees, and the City and the Center and their respective officers and employees shall be relieved from any and all liability.
19. Any notice to either Party hereunder must be in writing signed by the Party giving it and shall be served either personally or by certified mail addressed as follows:

TO the City:

TO the DOH:

New York State Department of Health
Office of Aging and Long Term Care
875 Central Avenue
Albany, New York 12206

Attention:

Jackie Sheltry,
Director, Center for Aging and Long Term Care Regulatory
and Policy Initiatives
Office of Aging and Long Term Care
jaclyn.sheltry@health.ny.gov
(518) 806-9440

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

20. This Permit constitutes the entire agreement of the Parties hereto and all previous communications between the Parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
 1. This Revocable Permit
 2. Exhibit A, Designated Facilities and Services
21. This Permit and the permission hereby granted shall be effective only for the hours 09:00 – 16:00 on Tuesday, October 17, 2023, and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in

person or by certified mail, return receipt requested, the DOH shall and will promptly discontinue the use of the Premises. This Permit may be extended, upon the mutual written consent of the Parties.

22. **Force Majeure**: A Party shall not be deemed in default of this Permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Permit upon written notice.

Signature Page Follows

IN WITNESS WHEREOF, the DOH has caused this instrument to be sealed and signed by its duly authorized officer, and the City has caused this instrument to be executed by its duly authorized officer.

THE CITY OF GLEN COVE, NEW YORK

**NEW YORK STATE
DEPARTMENT OF HEALTH**

By: _____

By: _____

Date: _____, 2023

Date: _____, 2023

EXHIBIT A
Designated Facilities and Services

The City of Glen Cove, New York
and
The New York State Department of Health

The following facilities and equipment are provided by the City to the DOH in accordance with the terms and conditions of this Permit.

The Glen Cove Senior Center, located at 130 Glen Street, Glen Cove, New York, together with the parking areas, if any, depicted on the map on the following page.

Dates – Times:

_____October _17_, 2023 only

Hours of operation will be: 9 AM to 4 PM

Equipment:

Access to the Center's wireless Internet service.

Audiovisual equipment

Projector and screen

Microphones

City and Center's Contact person for facilities-related questions/concerns: