

October 6, 2023

City of Glen Cove
5 Seaman Road
Glen Cove, NY 11572



Re: Agreement Regarding Restoration of Roadway

Dear **City of Glen Cove**,

In the year **2023**, Keyspan Gas East Corporation's d/b/a National Grid will complete a portion of work associated with the **2023 Glen Cove** Gas Main Replacement Project, **MSLI190412**.

As we discussed, National Grid will perform temporary restoration (**Binder to Grade**) work on **Butler St, Butler Ct, Ravine Ave, Knoll Pl**, with the understanding that the **City of Glen Cove** (the "Municipality") will be responsible for final restoration of these roadways. In consideration for such restoration work (**Mill & Pave**) by the Municipality, National Grid will provide a check in the amount of **\$88,220.28**, payable to the Municipality, following execution of this letter agreement. The Municipality agrees that it will promptly perform such final restoration work, and hereby releases National Grid, its affiliates, employees, officers, directors, and agents from any responsibility for or liability related to such work by the Municipality.

If this is acceptable to the Municipality, please sign below and return to **Michael Franks** at 1 Orinoco Drive, Brightwaters NY 11718. By signing, you represent that you have all necessary authority to make this agreement on behalf of the Municipality.

If you have any additional questions,
please contact the project engineer **Michael Franks** at **(516) 220-5323**.

Sincerely,

Michael Franks
Project Engineer
National Grid

Acknowledged and Agreed:

Please print name

Please print title

Please sign name
City of Glen Cove

Date

October 6, 2023

City of Glen Cove
5 Seaman Road
Glen Cove, NY 11572

Re: Agreement Regarding Restoration of Roadway

Dear **City of Glen Cove**,

In the year **2022**, Keyspan Gas East Corporation's d/b/a National Grid will complete a portion of work associated with the **2022 Glen Cove** Gas Main Replacement Project, **MSLI180013**.

As we discussed, National Grid will perform temporary restoration (**Binder to Grade**) work on **Emerald Dr, Emerald Dr (East), Ruby Dr (Cul-De-Sac), Ruby Dr**, with the understanding that the **City of Glen Cove** (the "Municipality") will be responsible for final restoration of these roadways. In consideration for such restoration work (**Mill & Pave**) by the Municipality, National Grid will provide a check in the amount of **\$77,440.12**, payable to the Municipality, following execution of this letter agreement. The Municipality agrees that it will promptly perform such final restoration work, and hereby releases National Grid, its affiliates, employees, officers, directors, and agents from any responsibility for or liability related to such work by the Municipality.

If this is acceptable to the Municipality, please sign below and return to **Michael Franks** at 1 Orinoco Drive, Brightwaters NY 11718. By signing, you represent that you have all necessary authority to make this agreement on behalf of the Municipality.

If you have any additional questions,
please contact the project engineer **Michael Franks** at **(516) 220-5323**.

Sincerely,

Michael Franks
Project Engineer
National Grid

Acknowledged and Agreed:

Please print name

Please print title

Please sign name
City of Glen Cove

Date

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Access Agreement

This ACCESS AGREEMENT ("Agreement"), dated as of the __19__ day of October, 2023, by and between Milanese Landscaping, Inc., a New York corporation with offices at 243 Maple Avenue, Sea Cliff, N.Y. ("Contractor") and the City of Glen Cove, a municipal corporation of the State of New York, located at 9 Glen Street, Glen Cove, New York ("City").

WITNESSETH:

WHEREAS, the Friends of the Glen Cove Youth Bureau, has gifted to the City _____30_____ trees to be planted by the Contractor at the John Maccarone Memorial City Stadium ("City Stadium"); and

WHEREAS, the City will permit the Contractor to install the _____30_____ trees at the City Stadium provided the Contractor agrees to the terms herein set forth; and

WHEREAS, the Contractor is willing to agree to the terms herein set forth respecting access to City property and the planting of the trees;

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

1. The City hereby grants the Contractor the right to enter the grounds of the City Stadium from Shore Road with all the necessary equipment and personnel Contractor requires to plant the _____30_____ trees. Contractor shall commence and complete planting on October ____, 2023. Upon completion of the planting as provided for herein, this Access Agreement shall expire.
2. Upon completion of the planting of the trees, Contractor agrees to remove all its equipment and any debris caused by the installation and will repair any damage caused to the grounds during the installation process. Knowing that the grounds are utilized for sporting events by people of all ages, Contractor agrees to restore the affected grounds to at least substantially the same condition that existed prior to the planting.
3. The City and its officers shall have no responsibility, obligation, or liability whatsoever to Contractor or its agents, employees, or subcontractors, for any occurrence on or about City property or with respect to any property of Contractor or its agents, employees, or subcontractors, including, without limitation, any loss, injury, or damage, all of such obligations or liabilities being hereby waived and released to the extent permitted by law other than as caused by the gross negligence or willful misconduct of City, its agents, employees, or contractors.

4. Contractor shall indemnify, defend, and hold harmless the City and its officers, directors, members, partners, employees, agents, affiliates, successors, mortgagees, permitted assigns, contractors, and tenants (collectively, "Indemnified Parties") from and against any and all claims suffered or incurred by Contractor or any other Indemnified Parties arising out of or in connection with: (a) any violation of, or failure to comply with, the provisions of this Agreement by Contractor; (b) performance of work associated with the planting of the fifty trees; or (c) any other activity conducted by Contractor, its agents, employees, or subcontractors in connection with: (i) its access to City property; or (ii) the exercise of Contractor's rights under this Agreement. The indemnity obligations outlined herein shall survive the expiration of this Agreement.

5. Contractor shall provide the City with a certificate of insurance naming the City as an additional insured on the policy and as the certificate holder insuring the City for no less than \$1,000,000 per occurrence.

6. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Agreement delivered by [facsimile/email] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Milanese Landscaping, Inc.

By: Vito Milanese

Print Name: Vito Milanese

Title: President

City of Glen Cove

By: _____

Print name: Pamela Panzenbeck

Title: Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2023

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 Integrated Brokerage Services, Inc. 303 Sunnyside Blvd Suite 25 Plainview NY 11803	CONTACT NAME: Richard Fenick PHONE (A/C, No, Ext): (516) 997-2900 FAX (A/C, No): (516) 997-2910 E-MAIL ADDRESS: richardf@ibsinsurance.com
INSURED Milanese Landscaping, Inc. 243 Maple Ave Sea Cliff NY 11579	INSURER(S) AFFORDING COVERAGE INSURER A: New York Marine & General Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL23101920946**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	Y		GL202200013167	08/04/2023	08/04/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re: Planting Shrubs.

The following are included as Additional Insureds: City of Glen Cove.

CERTIFICATE HOLDER**CANCELLATION**

City of Glen Cove 9 Glen Street Glen Cove NY 11542	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
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DATE (MM/DD/YYYY)

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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Glen Cove

NY 11542

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AUTHORIZED REPRESENTATIVE