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**LICENSE AGREEMENT FOR RESTAURANT
AT GLEN COVE MUNICIPAL GOLF
COURSE AND STANCO PARK**

This agreement made this day of December 2023, by and between the City of Glen Cove, a municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. 11542, (sometimes referred to herein as "Licensor" or "City"), and 111 Lattingtown Road LLC, a New York limited liability company with an office at 107 Forest Avenue, Locust Valley, N.Y. 11560 (sometimes hereinafter referred to as "Licensee" or "111 LLC"), which company is successor in interest to KVM Food Corp., the corporation awarded the License subject to negotiation of a license agreement.

Licensed Premises

The City has determined that it is appropriate and beneficial to continue operations of the restaurant at the Glen Cove Golf Course and Stanco Park located on Lattingtown Road, Glen Cove, N.Y. (hereinafter "the Park") at which there are an 18-hole golf course, driving range, tennis courts, pickleball courts, handball courts, horseshoe pits and a children's playground. The restaurant, including interior dining areas, interior bar, a snack bar, kitchen, exterior bar (Tiki Bar), exterior patios, and bathrooms, accommodates the needs of golfers and the public utilizing the Park. The restaurant has been continuously open since the Park was established circa 1970. The City, in consideration of and upon the terms and covenants contained herein, hereby grants a License to 111 LLC and 111 LLC hereby accepts this License from the City, to operate a restaurant at the Park and to renovate the existing restaurant premises and structures in accordance with the terms herein provided and to the satisfaction of the City. The Licensed Premises are shown on the diagram attached hereto and made a part hereof as Exhibit 'A,'

This license is granted to Licensee provided Licensee obtains all approvals, permits, and other licenses required by federal, state, county, and City laws, rules, regulations and orders, and approvals necessary to operate the facility in accordance with the terms of this License.

Term

The term of this license is twenty (20) years, to commence the date the City delivers the Licensed Premises to 111 LLC but in no event later than March 30, 2024. The term shall end twenty years from the date the term commences but in no event beyond March 30, 2044 (hereinafter referred to as the "Term").

The premises are presently occupied by a restaurant operator that has until March 29, 2024, to vacate the Licensed Premises and remove its property from the premises. The City will seek to have this operator surrender the premises and remove its property therefrom as soon after commencement of the New Year as possible. However, removal of the operator's property from the premises shall not be a condition to delivery of the premises and commencement of the Term. Delivery of the premises to 111 LLC shall be accomplished upon the present operator's surrender of the premises to the City and thereafter the City's delivery of the premises to 111 LLC irrespective of the removal of any of the present operator's property.

If the City is unsuccessful in having the present operator remove all its property from the premises, the City will provide an appropriately sized container to be utilized by 111 LLC to remove the property, and the City will have the property hauled away at its cost.

The City shall have the right to terminate this license provided it acts in good faith and for the benefit of the public well-being. The change of City administrations shall not be a good faith basis for termination of this license.

Operations And Permitted Uses

Licensee, at its sole cost and expense, shall operate and maintain the Licensed Premises under authority of this License for the accommodation of the public and in such manner as the City reasonably shall prescribe and as permitted by federal, state, county, and City laws, rules, regulations, or orders. Licensee shall have the right to use the Licensed Premises only for the activities described herein as follows:

1. operation and maintenance of a full-service restaurant with interior dining rooms and outdoor patio areas for the service of food and beverages, including alcoholic beverages;
2. operation and maintenance of a snack bar with a concession for fast-food and walkaway purchases to serve the public. 111 LLC will be responsible for placing and maintaining tables and chairs in an area adjacent to the fast food/walkaway service concession;
3. operation of indoor and outdoor cocktail lounges or "fast bars" for the sale and consumption of alcoholic beverages, soft drinks and food;
4. catering functions such as organizational meetings, conferences, special events, competitions, golf outings, family functions, and similar events;
5. providing snacks and drinks by means of mobile concession cart(s);
6. sale of items customarily sold at retail in restaurants;
7. operation and maintenance of men's and women's restroom facilities which shall be accessible to the public from inside and outside the Licensed Premises.

During the times the restaurant is operating, Licensee shall keep the premises clean and free of litter and, at its sole cost and expense, clean and maintain the restrooms. Licensee shall provide all cleaning supplies and services, soap, towels (or hot air blowers) and toilet paper, for the restrooms and shall paint over or remove graffiti, repair broken stall doors and toilet seats, and replace broken lights and fixtures.

Licensee warrants that all food, beverages, and merchandise sold at the restaurant shall be pure and of good quality. Licensee shall maintain adequate inventory control to assure a constant supply of food, beverages and merchandise and shall operate the snack bar in such a manner as to maintain the highest health standards. Licensee shall personally conduct operations under this Agreement or employ an operations manager who must be available to the City by telephone during all hours of operation.

Licensee, at its sole cost and expense, shall provide personnel with the requisite qualifications and appropriately train, supervise and accept responsibility for their acts associated with the operation of this License, including but not limited to:

- (a) the collection of all monies;
- (b) the maintenance of the Licensed Premises;
- (c) the conduct and supervision of all activities to be engaged in upon the Licensed Premises, including the provision of food service personnel;
- (d) the maintenance and security of the Licensed Premises.

If Licensee contemplates placing any signs off-site, such as on nearby highways or streets, for the purpose of directing patrons to the restaurant or for any other purpose, Licensee shall obtain all necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets, or locations.

Licensee shall have the use of the public parking area at the Park during all hours of restaurant operations.

Licensee agrees the use of the Licensed Premises will comply with all present and future laws, ordinances, and regulations, federal, state, county and local, relating to the occupancy and use of the premises and will not use them or allow them to be used for any illegal, unsafe, or immoral purpose.

Licensee will be responsible for placing and maintaining tables and chairs in a designated area adjacent to the walk-away food service concession which will be made available for use by the general public.

Licensee must operate, maintain, and clean the entire seating area including the public tables, whenever the outdoor patio or walk-away fast-food concessions are operating. Licensee must arrange the seating area so that pedestrian traffic along the pathways is not impeded.

In no event shall the Licensee permit, allow, or condone its patrons utilizing or abusing the Golf Course putting green which is adjacent to the Licensed Premises.

With the consent of the City, Licensee may suspend operation of the dining rooms on the premises during days between January 1 and February 28 of any operating year, if the City and Licensee determine that such operation is not economically feasible and public service is not warranted; during any such period of suspended operations, the Licensee shall continue operations of the Snack Bar portion of the premises as provided for herein.

Licensee shall prepare and provide the City reports of major accidents occurring on the Licensed Premises. Licensee shall promptly notify the City, in writing, of any claim for injury, death, property damage or theft which shall be asserted against Licensee with respect to the Licensed Premises.

Licensee shall provide adequate waste receptacles on the Licensed Premises. All waste, garbage, refuse, rubbish, and litter shall be collected, bagged, and placed in the dumpster/container provided by the City.

Licensee, at its sole cost and expense and to the reasonable satisfaction of the City, shall provide (and replace if necessary), all equipment necessary for the operation of this License, and put, keep, repair, preserve, and maintain in good order all equipment found on, placed in, installed in, or affixed to Licensed Premises.

At the expiration or sooner termination of this License, Licensee shall turn over to the City the Licensed Premises which are well maintained, in good repair, and in broom clean condition, ordinary wear and tear excepted.

Rent Payable

Payment of rent commences on the date the Term commences. The annual rent the first year shall be \$78,900 which sum may be paid monthly at the rate of \$6,575. Rent is due on the first (1st) day of each month and if not paid by the fifth (5th) day of each month a penalty of five percent (5%) of the amount due shall be added with an additional 5% added for each month thereafter the rent and penalty are not paid.

Annual rent shall increase yearly at the rate of three percent (3%). Upon completion of the fifth year of the Term, rent shall increase by the annual 3% plus \$575 and by 3% per year thereafter. Upon

completion of the tenth year of the Term, rent shall increase by the annual 3% plus \$675 and by 3% per year thereafter. Upon completion of the fifteenth year of the Term, rent shall increase by the annual 3% plus \$775 and by 3% per year thereafter. Nevertheless, the City grants 111 LLC an abatement in rent payments for eighteen (18) months from the date the Term commences. The first payment of monthly rent shall be due on the first day the 18-month abatement period ends. The monthly payment due at that time will be \$6,772.25. Should the day the 18-month abatement period ends be other than the first day of the month, the amount due shall be prorated for that month and the next month's rent shall fall due on the first day of that month. A schedule of rents payable over the Term is attached hereto as Schedule 'C.'

When the Term commences, 111 LLC shall pay the City \$13,150 (two months' rent) as security for the surrender of the premises in the condition as required herein which sum shall be held by the City in a noninterest-bearing account. The security amount shall increase by ten percent (10%) after the fifth year, tenth year, and fifteenth year.

Renovations

In response to the City's request for proposals ("RFP"), Licensee proposed renovations to the Licensed Premises to allow for, and as suited for, the operation of its unique restaurant business. Included were "to properly renovate the building and outdoor spaces;" to "remove and replace the existing shingle roof;" to "remove tents and utilize outdoor tables with umbrellas;" to "clean, prep and repaint the entire building;" to "clean and repair the outdoor bar patio;" to remove "the awning and temporary walls located on the side patio (nearest pro shop);" to "create an attractive and desirable indoor bar and dining room space;" to combine "some of the dining areas making them feel more open and appealing;" may "remove the wall separating the bar and main center dining room;" and "may add a half partition wall with 18" high glass panes installed on top;" to install "wainscoting half-way up the walls throughout all dining areas;" to replace and add hanging light fixtures, pendants, and sconces throughout the restaurant;" to install new "bar and dining room equipment," and "kitchen equipment" including new "ovens, boilers, sinks, fryers, pizza oven, ice machines, steam tables, etc." These are needed "to get the kitchen to our standard of operation for a restaurant of this size." "The bathrooms will also receive a facelift. We will install new sink faucets throughout. . . . Ceiling tiles will be replaced and/or painted. Hanging wall art/pictures will be added to increase the aesthetics."

Beyond the initial renovations, Licensee stated "We plan to replace the entire [outside bar area] deck with new composite deck boards after the fall of 2024, when outdoor dining ends. Deferring projects like this to a later phase of construction will allow us to have the outdoor dining space open and available for patrons more quickly. . . . We will be removing [the] side walls/railings and installing a cable style railing with a beautiful new top rail." And, "After a year of business, we will determine if it makes sense for us to build a permanent structure above [the] patio."

Included with the proposal was a "Restaurant Renovation and Opening Timeline" which provides for kitchen and exterior renovations to be complete within two (2) months from commencement of the Term, the Snack Bar to be open within one (1) month from commencement of the Term, outdoor dining to be open within two (2) months from commencement of the Term, interior renovations to be complete and the dining rooms open within six (6) months from commencement of the Term.

The City is supportive of the Licensee's intent to make renovations to the existing facility consistent with its standards of operation. The City considers these renovations and the timeline within which Licensee intends to open the Snack Bar, dining rooms and interior and exterior bar areas as a substantial motivating and material factor in awarding Licensee the license to operate a restaurant at the Park. The City is relying on the Licensee's representations that it intends to move diligently and

expeditiously in achieving the goals set forth in its proposal. Accordingly, Licensee shall proceed in good faith and with due diligence to complete all renovations and meet all opening dates in accordance with the schedule of dates indicated in its proposal, a copy of which is attached hereto as Exhibit B, plus a one month grace period, unless such work cannot be completed due to circumstances beyond the control of Licensee including acts of God, war, enemies or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty, or the inability, through no fault of Licensee, to obtain either a Certificate of Occupancy, or other permits, licenses, or certificates required by any agency having jurisdiction thereof or other similar circumstances which the City Council may determine to be beyond the control of Licensee. In such situations, Licensee shall employ its "best efforts" to continue completing renovations and opening the various restaurant facilities.

Additionally, Licensee will remove the tent and railings from the outside bar area, install cable-style railings, and repair any rotted or broken floorboards.

Should Licensee breach this covenant of good faith and due diligence and fail to open the Snack Bar within two (2) months of the commencement date of the Term, or fail to open outdoor dining within three (3) months of the commencement date of the Term, or fail to open indoor dining within seven (7) months of the commencement date of the Term, such failure shall be a default under this License Agreement.

Regarding the renovations to the decking and railing at the outside bar area, the Licensee will complete same no later than December 31, 2025, unless such work cannot be completed due to circumstances beyond the control of Licensee.

Licensee shall provide the City with paid invoices for the renovations made to the Licensed Premises as those renovations are completed and paid invoices for any installations permanently affixed to the premises, e.g. toilets, sinks, stoves, gas fireplace, walk-in refrigerators, etc. As set forth in its proposal to the City, during 2024 Licensee intends to make renovations throughout the premises totaling approximately \$226,000.

If the City terminates this License Agreement other than for Licensee's default, the City shall return to Licensee an amortized amount of the net book value of the renovations made to the buildings and structures at the premises as shown by the paid invoices supplied by Licensee as work is completed. The period of amortization shall be thirteen (13) years and shall commence with the third year of the Term. Considering a \$226,000 expenditure by Licensee, amortization would occur as shown on Schedule 'D' attached hereto.

Licensee shall obtain all permits and licenses required by any laws, regulations, and ordinances of any federal, state, county, or local government agencies, including the City of Glen Cove, and shall pay all fees related to any renovations to and operations at the Licensed Premises.

Licensee shall not suffer or permit any mechanic's lien or financial statement to be filed against the Licensed Premises, or any part of them, by reason of work, labor, services, or materials supplied or claimed to have been supplied to 111 LLC or any sub-Licensee or suffer or permit any other lien to attach to them. If such a lien is filed against the premises, 111 LLC shall cause said lien to be removed within thirty (30) days of filing by means of legal proceedings, bonding or otherwise satisfying the lienor. 111 LLC shall indemnify and hold the City harmless against any claims or damages resulting from the filing of any such lien against the premises.

Improvements Fixtures and Decorations

Any improvements made to the Licensed Premises by 111 LLC, its agents, or employees, shall become the sole property of the City. Nothing contained in this paragraph shall affect the right of 111 LLC to remove, in accordance with this Agreement, all equipment and fixtures installed by it.

111 LLC acknowledges the equipment, fixtures and personal property set forth on Exhibit 'C' attached hereto and made a part hereof, belong to the City. 111 LLC agrees to return same, or their replacements, to the City at the end of the Term reasonable wear and tear excepted.

111 LLC shall have the right at any time during the Term to remove any fixtures, equipment, or personal property that it may erect or install or use in the Licensed Premises subject to any valid lien the City may have thereon. Upon removal of any fixtures, equipment, or other personal property, 111 LLC shall restore the premises to a condition satisfactory to the City and shall, at all times, at its expense, maintain adequate and first-class fixtures and equipment and other personal property installed and in operation within the premises to service fully the needs of the public and to comply with all other provisions of this Agreement. Equipment installed by 111 LLC shall be new, of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping, with the general decor of the premises.

Restaurant Sales Of Food And Beverages

The City agrees that during the License Term it will not operate a restaurant or a service for the sale of food or beverages, including alcoholic beverages, nor give rights to or permit any person, firm, or corporation, other than 111 LLC, to operate a restaurant or serve or sell food or beverages, including alcoholic beverages, at the Park. This covenant is subject to the following exceptions and limitations:

- (i) The provisions of this license.
- (ii) The City may permit or license persons, firms, organizations, or corporations other than 111 LLC to temporarily operate concessions in any part of the Park other than the Licensed Premises, offering nonalcoholic beverages such as coffee, tea, milk and soft drinks, and sundry food items, in connection with an event being conducted at the Park, including golf outings. It is the City's intention to encourage all organizations conducting events at the Park to utilize 111 LLC for its food and beverage needs, but recognizes some local organizations prefer to provide their own refreshments to assist in raising money for a charitable or City-connected cause.

If Licensee provides reasonably satisfactory evidence to the City that the use of the Licensed Premises is adversely affected by such events, Licensee and the Mayor agree to meet, discuss, and consider a modification of this License to consider the effect of such events on the revenues of the Licensee.

Mobile Cart(s)

At its sole expense, 111 LLC may operate one (1) or more mobile carts for use at the Park. 111 LLC shall be solely responsible for the maintenance and repair of such carts, and the City shall not be responsible for damage sustained by such carts irrespective of the cause of such damage. 111 LLC shall be solely responsible for safeguarding such carts and shall be responsible for any damage or personal injury caused during the operation of such carts. 111 LLC shall provide insurance as required hereunder which insurance shall include the operation of mobile carts.

Vending Machine Operations

The City agrees that during the License Term it will not operate, or grant to any person or entity, the right to operate any vending machines at the Park.

Hours of Service

111 LLC agrees that during the term of this Agreement the dining room, snack bar, interior bar and exterior bar shall be open to the public no less than during the following days and hours:

Snack bar:

1. From May 1 through October 31, every day from one hour after sunrise until one hour after sunset, excluding Mondays.
2. From November 15 through April 15, on weekends from one hour after sunrise until one hour after sunset, excluding Mondays. These times may be adjusted as circumstances call for.
3. The Snack Bar need not open on days the golf course is closed.

Dining rooms, interior bar and/or exterior bar:

1. May 1 through October 31, from 11:00 a.m. to 9:00 p.m., excluding Mondays.
2. November 1 through April 30, from twelve noon to 9:00 p.m., excluding Mondays.
3. During golf outings or other Park events for which restaurant services have been engaged.

Exterior bar:

1. Year-round as 111 LLC may determine.

With permission of the Mayor, dates and times for opening may be adjusted.

111 LLC agrees to cooperate with the City to provide restaurant services at times other than as stated above when reasonably requested by the City. The City agrees to cooperate with 111 LLC to allow restaurant closures when 111 LLC is prevented from opening due to weather conditions, utility services being cut off, strikes, fire, necessary repairs, inability to secure food and beverages or causes beyond 111 LLC's control that make operations impractical. 111 LLC shall not be required to open the restaurant on Christmas Day, Thanksgiving Day, or New Year's

Day. 111 LLC and the City will work together to maintain operating hours that address the requirements and convenience of the public yet do not create financial hardship for 111 LLC. The parties wish to accomplish restaurant operating conditions that meet the needs of the public and allow 111 LLC to operate a financially successful business.

Tournaments, Outings and Events

The City arranges events and functions to be held at the Park throughout the year. Most frequently those events are golf outings held on Mondays and sometimes on Thursday afternoons. For any event, the City will encourage the event coordinator to utilize the services of 111 LLC for whatever food and beverage requirements are needed, and 111 LLC will use its best efforts to accommodate the needs of the particular event sponsor, including different menu packages with quality options at varying prices as represented in 111 LLC's proposal to the City in response to the request for proposals. It is important for the City and 111 LLC to work together to improve the quality of Park events and contribute to successful restaurant operations.

It is expected that 111 LLC will be catering private parties and events at the premises as well. Whether engaged with a City function or event or its own private party, during days the restaurant is open, 111 LLC will continue to provide food and beverages to the public.

City-arranged golf outings and events shall have priority over private parties or events at the restaurant provided the City gives sufficient notice to 111 LLC of City coordinated events. The City shall provide 111 LLC with a list of golf outings and events as they are scheduled to prevent conflicts in scheduling. The City requests 111 LLC not to schedule any private events on Mondays during golf season without first securing permission from the City.

Prices

The prices to be charged by 111 LLC shall be fixed by 111 LLC in consultation with the City. Prices shall be reasonable and commensurate with prices provided by 111 LLC in its response to the City's request for proposals. Should Licensee implement prices which the City reasonably considers deviating substantially from those provided in 111 LLC's proposal, the City may consider such deviation a default under this Agreement. The City shall work in good faith with the Licensee to reach agreement on prices to be charged and will consider inflation, competitive prices, and market conditions as justifiable reasons for raises in prices. However, should Licensee arbitrarily and substantially raise prices without cause or justification, the same shall be reason for the City to terminate this license.

For events being held at the Park by City, not-for-profit fund-raising organizations, 111 LLC will be mindful to price its services for the event to assist the organization in its fund-raising endeavors realizing the City wishes to encourage these organizations to continue their charitable work.

Public Access To Facilities

111 LLC and the City each covenants and agrees that at all times the restaurant facilities are open, the public shall have easy, convenient, and unobstructed access to the Licensed Premises, inclusive of the bathrooms, and use of all facilities provided by this Agreement.

Utility Services

The City shall furnish the Licensed Premises with electricity, heating oil/gas heat, telephone, and water for the reasonable conduct of 111 LLC's restaurant operations. 111 LLC shall arrange to have all utility accounts placed in its own name and pay all the aforesaid utility bills to the utility companies directly. Failure to do so shall constitute a default under this Agreement.

In the event a fire-suppression line must be run to the premises, 111 LLC understands that the City shall not be required to provide such a line, the same being the sole responsibility of 111 LLC to provide. 111 LLC shall pay all costs and expenses related to the installation of a fire-suppression line and shall indemnify and hold the City harmless for any damages it might sustain as the result of such installation.

Maintenance Required By Licensee

111 LLC shall maintain in good working order and repair all heating, ventilating and air conditioning equipment, pipes, grease traps, sewer lines, and conduits inside the demised premises. 111 LLC shall provide the necessary management and labor to continuously maintain the Licensed Premises including all operating equipment, utility services and connections, and any and all other related services necessary to keep the premises in good, safe, sanitary condition, and repair throughout the Term of this Agreement, ordinary wear and tear excepted. 111 LLC shall be responsible for painting and decorating the interior of the demised premises and maintaining its equipment and fixtures, furnishings and other property in good condition and repair. If the premises and property shall not be kept as required herein, the City may enter the premises (without this entering causing or constituting a termination of this Agreement or an interference with the possession of the premises by 111 LLC) to cure the default. Should this event occur, 111 LLC agrees to pay the City, in addition to the reserved rent, all reasonable costs and expenses incurred by the City in curing the default. Maintenance shall be at 111 LLC's sole cost and expense and will be subject to general inspection by the City to insure a continuing quality of maintenance and appearance and physical condition of the premises commensurate with appropriate maintenance, health, and safety standards.

Repairs Required of Licensee

Licensee, at its sole cost and expense and to the reasonable satisfaction of the City, shall put, keep, repair, and preserve in good order the Licensed Premises.

Licensee shall make all exterior and structural repairs to the Licensed Premises, to its heating, ventilating and air conditioning equipment ("HVAC"), as well as repairs to all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services, all drainage and waste pipes or facilities leading from the premises, and those portions of all utility lines supplying the premises that are located within the premises. 111 LLC shall promptly repair, replace, restore, or rebuild improvements in which defects of materials, workmanship, or design may appear or to which damages may occur which the City may reasonably determine require such.

Licensee shall maintain and repair the Licensed Premises in accordance with the standards set forth in this License Agreement. All such maintenance shall be performed by Licensee in a good and worker-like manner.

Should the premises be required to be shut due to 111 LLC's failure to fulfill its responsibilities to repair and maintain same, the City shall not abate payments of rent.

Should the HVAC equipment not operate and not be repairable and therefore require replacement, the City shall replace the HVAC equipment promptly and at its own cost.

Duties To Be Performed By Licensee

111 LLC shall be responsible for cleaning its mobile carts, if any, snack bar and grill facility, cocktail bars, and equipment to include, but not limited to, the following:

- Dining/banquet area(s)
- Kitchen
- Pantry
- Outside seating area (patio) and bar
- Kitchen range hood every three (3) months (or more often, if needed)
- Mopping and sanitizing tile floors daily
- Disposing and removing garbage, trash, and grease daily and depositing in proper receptacles.
- Clean grease trap daily.
- Shampooing all carpets two (2) times per year, or more often if needed.
- Outside area adjacent to kitchen
- Cleaning restrooms and supplying soap, towels and other necessary commodities

City Responsibilities

At no cost to the Licensee, the City will provide dumpster(s) in which Licensee shall place garbage and refuse for pick up by the City. The City will pick up three (3) times per week from May 1 through October 31 and two (2) times per week from November 1 to April 30. These time periods and the number of pickups per week may be adjusted as circumstances call for.

The City shall maintain the public parking lot at the Park, including repairing light fixtures, plowing snow, sanding and salting when icy conditions arise, and re-striping.

The City shall remove the deteriorating railroad-tie retaining wall and wooden fence along the east side of the Licensed Premises and install a small retaining wall.

The City shall maintain the brick retaining wall and two stairways on the north side of the restaurant building leading to the putting green.

The City will trim the two (2) trees on either side of the restaurant entrance prior to Licensee commencing the roof repair.

The City shall not permit a second restaurant or food trucks at the Park.

Alterations

111 LLC shall have the right to make alterations to the Licensed Premises provided no structural alterations shall be undertaken without the prior written consent of the Mayor and

City Council, and provided further that all alterations to the premises shall be in conformity with the general architectural criteria, design and decor established by 111 LLC within the restaurant.

Insurance Requirements

111 LLC shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of 111 LLC, its agents, servants and employs and any other persons employed or engaged by 111 LLC during the Term of this Agreement and/or while operating the restaurant.

111 LLC shall maintain Workers' Compensation Insurance & Employer's Liability in accordance with state statutes. The Worker's Compensation Certificate of Insurance shall specifically cover operations at the Licensed Premises.

111 LLC shall maintain Business Automotive Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired vehicles. In the event the 111 LLC does not own any vehicles the Business Auto Liability requirement shall be amended allowing 111 LLC to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

111 LLC shall maintain Commercial General Liability for public liability during the Term of this Agreement and shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued by a company or companies duly licensed by the State of New York. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of services to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificates shall clearly state that coverage required by this Agreement has been endorsed to include the City of Glen Cove, New York, its officers, agents, and employees as Additional Insured and the City as certificate holder. The name for the Additional Insured endorsement issued by the insurer shall read "City of Glen Cove, New York, its officers, employees and agents." The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage. The City reserves the right to reasonably amend the insurance coverage required hereunder upon thirty (30) days written notice by the City to 111 LLC.

111 LLC agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then 111 LLC shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy with a condition which specifically prohibits such an endorsement or voids coverage should 111 LLC enter into such an agreement on a pre-loss basis.

It shall be the responsibility of 111 LLC to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of 111 LLC for all claims under this Agreement.

111 LLC shall provide the City with Certificates of Insurance evidencing all types and amounts of insurance coverage required by the time of execution of this Agreement. Such Certificates of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage.

111 LLC may satisfy the minimum limits required herein for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under an Umbrella or Excess Liability policy. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured." The City reserves the right, but has no obligation, to review and reject any insurer providing coverage.

Dramshop Insurance

Prior to 111 LLC, or any other person, selling, using, storing or giving away alcoholic beverages on or from the Licensed Premises, 111 LLC shall obtain a policy or policies of insurance issued by responsible insurance companies and in form acceptable to the City, saving harmless and protecting the City and the premises against any and all damages, judgments, claims, liens, costs and expenses arising under the New York State liquor law(s) or under any present or future law, statute or ordinance of the City of Glen Cove, County of Nassau, State of New York or other governmental authority, including any federal governmental authority, having jurisdiction of the premises, by reason of any storage, sale, use or giving away of alcoholic beverages on or from the premises. The policy or policies of insurance shall be in the following limits:

- i) Bodily injury, fatal or nonfatal, to any one person One Million (\$1,000,000.00) Dollars and to more than one person arising out of any one accident One Million (\$1,000,000.00) Dollars;
- ii) Injury to means of support of any one person One Million (\$1,000,000.00) Dollars;
- iii) Injury to property of any person One Million (\$1,000,000.00) Dollars.

111 LLC shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.

Fire Insurance

If at any time during the Term of this Agreement the Licensed Premises are damaged or destroyed in whole or in part by fire, collision by aircraft, act of God or any other catastrophic event caused beyond the reasonable control of 111 LLC, repair of the premises shall be the responsibility of the City, and 111 LLC shall be entitled to a reasonable abatement of rental payments provided herein for the period of time from and after the date of this damage or destruction as may be reasonably required for the repairing, restoring or rebuilding of the

buildings, structures and other improvements on the licensed premises.

111 LLC shall keep its interest in the equipment and fixtures and other personal property located in the premises, insured at its own expense against fire, extended coverage and other risks or casualty which it may choose in an amount equal to one hundred (100%) percent of replacement cost(s), by policies issued by responsible insurance companies and in form acceptable to the City. All policies of insurance required to be carried by 111 LLC shall contain a waiver of subrogation by the insurer against the City.

Policies Of Insurance

The original of all insurance policies required to be carried by 111 LLC shall be submitted to the City for inspection upon request and during reasonable hours, certificates of insurance shall be delivered to the Mayor from time to time as the policies are written, and all certificates shall name the City as an additional insured containing a provision that the respective insurers will not cancel the insurance coverage required under this License without first giving thirty (30) days' prior written notice to the City. While conducting any of its restaurant operations under the Agreement, 111 LLC shall maintain valid insurance policies of the kind and in the amounts and with the type of companies required by this license. All insurance policies required to be furnished by 111 LLC under this Agreement may be blanket policies covering the Licensed Premises and other properties and premises owned and operated by 111 LLC.

Taxes On Real Estate

The City shall pay any taxes or special assessments that may be levied upon or assessed against the Licensed Premises by any authority other than the City. However, this shall not apply to any taxes on any personal property or improvements of 111 LLC's located on or pertaining to the premises. 111 LLC shall pay all taxes on its own personal property and improvements.

Licenses And Permit Fees

The cost of necessary licenses and permits relating to the premises and restaurant operations shall be paid by 111 LLC. In the event 111 LLC requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, it shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement inclusive of reasonable attorneys' fees.

Signs

111 LLC shall not attach, affix, or permit to be attached or affixed upon the inside or outside of the Licensed Premises any flags, placards, signs, poles, wires, aerials, antennae, or fixtures without the prior written consent of the City and, if required, the Glen Cove Planning Board.

Removal Of Equipment By Licensee

Upon the termination of the Term of this Agreement by lapse of time or otherwise, but not if 111 LLC defaults, 111 LLC shall have the right (subject only to the preemption subsequently stated), and on direction from the City, shall be obligated to remove all equipment and fixtures and personal property installed or located within the Licensed Premises by 111 LLC (but not pipes, conduit and wiring which 111 LLC may have installed and which may be affixed to or imbedded in walls, ceilings or floors), and whether or not this equipment shall be deemed real or personal property. 111 LLC shall have a reasonable time, not to exceed thirty (30) days, to remove this equipment and fixtures and personal property and shall, within said thirty (30) days, restore the premises to the condition in which they were in when originally delivered to 111 LLC, ordinary wear and tear excepted. 111 LLC shall be deemed to have abandoned to the City any of the equipment and fixtures and personal property which it has failed to remove from the premises within thirty (30) days unless the City grants a further period in writing for this purpose.

Purchase Of Equipment By Licensor

111 LLC agrees that on the termination of this license by lapse of time or otherwise, if the City is not in default, it shall have the option by notice in writing to 111 LLC of at least ninety (90) days prior to the expiration of the Term, of purchasing from 111 LLC's equipment and fixtures and personal property, including any replacements of them, at actual cost less actual "observed" depreciation as determined by a reputable appraisal company located within the County of Nassau, State of New York

Assignment And Subletting

111 LLC shall not assign or sublicense this Agreement and its rights, in whole or in part, without the prior written consent of the City Council which consent may be withheld for any reason.

111 LLC has two members Kent Monkan ("Monkan") and Eric Telese ("Telese"). The company, Monkan, and Telese shall not transfer or cause to be transferred to any other person or entity, any ownership interest in the company without the prior written consent of the City Council which consent shall not be unreasonably withheld.

Licensee shall present to the City Council for its approval any assignment or sublicense agreement together with all information as may be required by the City for such approval, including a statement prepared by a certified public accountant indicating that the proposed assignee or sublicensee has a financial net worth acceptable to the City together with a certification that its principal business activity consists of the management and operation of restaurant facilities. The constraints contained herein are intended to assure the City that the Licensed Premises are operated by persons, firms and corporations which are experienced and reputable operators.

As used in this section the term "assignment" shall be deemed to include any direct or indirect assignment, sublicense, sale, pledge, mortgage, transfer of, or change in stock or voting control of the Licensee, including any transfer by operation of law.

Should Licensee choose to assign or sublicense the management and operation of any element of the restaurant facility to another party, Licensee shall seek the approval of the City Council by submitting a written request including the proposed assignment documents as provided above. The

City may request any additional information it deems necessary, and Licensee shall promptly comply with such requests.

No consent to or approval of any assignment or sublicense granted pursuant to this section shall constitute consent to or approval of any subsequent assignment or sublicense.

Failure to comply with this provision shall cause the immediate termination of this license.

Events Of Default

In any of the following events the City shall have the right to terminate this license and agreement:

1) **Failure to pay rent or utilities.** If 111 LLC fails to pay the rent or utilities in the amounts and at the times and in the manner provided hereunder and this failure shall continue for ten (10) or more days after written notice shall have been given to 111 LLC.

2) **Violation of covenant by Licensee.** If 111 LLC breaches or fails to comply with any covenants of this License or any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises, after receipt in writing from the City demanding 111 LLC remedy such breach or comply with such provision, law, rule, regulation or order, and 111 LLC fails to comply with such written notice within thirty (30) days from receipt thereof, subject to unavoidable delays beyond reasonable control of 111 LLC.

3) **Insolvency of Licensee.** 111 LLC shall file a voluntary petition in bankruptcy or insolvency or shall be adjudicated a bankrupt or an insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law of any jurisdiction, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of itself or of all or any part of its property; or within thirty (30) days after the commencement of any proceeding against 111 LLC, whether by the filing of a petition or otherwise, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law of any jurisdiction, such proceeding shall not have been dismissed, or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of 111 LLC or of all or any part of its property, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against 111 LLC or any of its property pursuant to which the demised premises shall be taken or occupied or attempted to be taken or occupied; or then, upon any of such occurrence(s), the City, at any time thereafter and at the City's option, may give to 111 LLC a five (5) day notice of termination of this Agreement and, in the event such notice is given, this Agreement and its term shall come to an end and expire upon the expiration of such five (5) days with the same effect as if such date of expiration were the expiration date of this license. Notwithstanding any such termination by the City, 111 LLC shall remain liable for damages pursuant to the provisions of this license.

4) **Abandonment by 111 LLC.** If 111 LLC shall vacate or abandon the premises or shall permit them to remain vacant or unoccupied for thirty (30) days or more without the consent of City first obtained.

Termination

Should 111 LLC breach or fail to comply with any of the covenants of this License or any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, the City may, by notice in writing, demand that Licensee remedy such breach or to comply with such provision, law, rule, regulation or order, and in the event 111 LLC fails to comply with such written notice within thirty (30) days from receipt thereof, subject to unavoidable delays beyond reasonable control of 111 LLC, then this License shall immediately terminate as though it were the time provided herein for the termination thereof. If said breach or failure to comply is corrected, and a second or repeated violation of the same provision, law, rule, regulation, or order follows thereafter, the City, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof, the License to terminate as though it were the time provided herein for the expiration thereof.

Upon expiration or sooner termination of this License by the City, all rights of 111 LLC herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the City.

If the City terminates this License for reasons related to paragraphs (1) or (2) above, any property of the Licensee on the Licensed Premises may be held and used by the City in order to operate the License during the balance of the calendar year and may be held and used thereafter until all indebtedness of 111 LLC hereunder, at the time of termination of this License, is paid in full.

Notwithstanding anything herein to the contrary, 111 LLC agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by the City and without resort to any judicial proceedings by the City. Upon expiration or sooner termination of this License, the City reserves the right to take immediate possession of the Licensed Premises.

Repossession By Licensor As Remedy

Upon the City's termination of 111 LLC's right to possession of the Licensed Premises as set forth herein, 111 LLC shall surrender possession of them immediately. In this event 111 LLC grants to the City full and free license to enter in and upon the premises, or any part of them, to take possession with or without process of law, and to expel and remove 111 LLC or any other person who may be occupying the premises, or any part of them. The City may use any force in and about expelling and removing 111 LLC and other persons as may reasonably be necessary. City may repossess itself of the premises, but entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall entry cause a forfeiture of rents due by virtue of entry, nor a waiver of any covenant, agreement or promise in the Agreement contained, to be performed by 111 LLC. 111 LLC shall make no claim of any kind against the City, its agents, and representatives by reason of this termination or any act incident to termination.

Damages

In addition to terminating this License Agreement, the City may sue for and recover all damages and rent accrued or accruing under this License Agreement or arising out of any breach of it. The City may pursue any other remedies provided by law for the breach of this License Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or 111 LLC is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy given herein, or now or later existing at law or at equity or by statute.

Removal Of Property

Any property which may be removed from the premises by the City pursuant to the provisions herein or of law, may be handled, removed, or stored by City at the sole risk, cost, and expense of 111 LLC, and the City shall not be responsible for the value, preservation, or safekeeping of it. 111 LLC shall pay to the City, upon demand, any expenses incurred in the removal of the property and all storage charges against this property so long as it shall be in the City's possession or control.

Access

111 LLC shall allow the City, its officers, agents, or employees free access to the premises for the purpose of examining them to ascertain if they are in a safe, sanitary, and attractive condition and good repair, to make repairs, renewals or restorations to the extent required to be made by the City under other provisions of this Agreement. During the final year of the Term, the City may exhibit the premises to prospective restaurant operators or other users for the premises.

No Waiver Of Default

The acceptance of rent by the City after it falls due, whether in a single instance or repeatedly, or after learning of any breach of this Agreement by 111 LLC, or the giving or making of any notice or demand by the City, whether according to any statutory provision or not, or any act or series of acts, shall not be construed as a waiver of the City's right to act or any other right given the City, or as an election not to proceed under the provisions of this Agreement.

Effect Of Demands

The obligation of 111 LLC to pay the rent reserved during the Term of this Agreement or during any extension of it, shall not be deemed to be waived, released or terminated by the service of any notice to cure, other notice to collect, demand for possession, or notice that the license created herein will be terminated on the date named, the institution of any proceeding to recover possession of the premises or any judgment for possession that may be rendered in this action, or any other act or acts resulting in the termination of 111 LLC's right to possession of the premises. The City may collect and receive any rent due from 111 LLC, and payment or receipt of it shall not waive or affect any notice, demand, or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies that the City may have by virtue of the Agreement.

111 LLC expressly waives, for itself and for any person claiming through or under it, any rights which it or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules (and of any successor law of like import then in force) in connection with any proceedings to recover possession of the premises which the City may institute to enforce the provisions of this license. The acceptance of any rent paid by 111 LLC shall not preclude City from commencing and prosecuting any proceeding to recover possession of the premises, and the preceding sentence shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the New York Real Property Law (and of any successor statute of similar import then in force).

Notices

In every case where, under the provisions of this license, it shall be necessary or desirable for 111 LLC to give to or serve upon the City any notice or demand, it shall be sufficient to send a written or printed copy of the notice or demand by certified mail, postage-prepaid, addressed as follows: Mayor, City of Glen Cove, 9 Glen Street, Glen Cove, NY 11542; with copy of the notice or demand to the City Attorney, 9 Glen Street, Glen Cove, NY 11542.

In every case where under the provisions of this Agreement it shall be necessary or desirable for City to give to or serve upon 111 LLC any notice or demand, it shall be sufficient to send a written or printed copy of the notice or demand by certified mail, postage-prepaid, addressed as follows: 111 LLC Food Corp., Attention: Kent Monkan, 107 Forest Avenue, Locust Valley, NY 11560.

Force majeure

The performance of all covenants contained herein (except for the payment of rent which shall be paid as and when provided in this lease) shall be postponed and suspended during the period when performance is prevented by acts of God, accidents, weather and conditions arising from them, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising from them, the exercise of power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency of them, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or 111 LLC.

No Joint Venture

It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed as creating or establishing the relationship of copartners or joint venturers between the parties or as constituting 111 LLC as the agent or representative of the City for any purpose or in any manner.

Rules and Regulations

111 LLC shall observe and obey all rules and regulations applicable to the Glen Cove Golf Course and the Park that may from time to time be promulgated by the Glen Cove City Council or other lawful authority for the care, operation, maintenance, and protection of the Course and Park.

Right of Access

The City grants to 111 LLC the rights of access, ingress, and egress from the Licensed Premises by 111 LLC, its employees, contractors, suppliers, servicemen, sub-licensees, guests, patrons, and invitees. These rights of access, ingress and egress are at all times exercised in conformance with all regulations promulgated by the City Council or other lawful authority, for the care, operation, maintenance, and protection of the facility, the public, and is applicable to all users.

Development Of Business And Public Relations

111 LLC agrees to use its best efforts to develop a thriving restaurant business in conjunction with other Park activities, and not to divert, cause, or allow business to be diverted from the facility. 111 LLC's personnel shall always handle complaints and any public contact with due regard to the City's relationship with the public. 111 LLC shall observe and shall require all its employees and agents to observe a strict impartiality regarding its services and exercise courtesy and consideration in its relations with the public. 111 LLC agrees to terminate any personnel in its employ deemed by the City to be conducting themselves in an unlawful or discriminatory manner. All 111 LLC employees shall be neatly and appropriately attired.

Risks

111 LLC shall assume all risks incident to its business to be conducted under this Agreement and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations. 111 LLC shall indemnify, defend and save harmless the City, its officers, authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting 111 LLC's operations, and from any and all claims, suits, losses, damages or injuries to persons or property of any kind arising directly or indirectly out of the operation of the business, or resulting from the carelessness, negligence, or improper conduct of 111 LLC, its agents or employees inclusive of reasonable attorneys' fees.

Right of Inspection

Operations to be conducted by 111 LLC under this Agreement shall be done at the sole cost and expense of 111 LLC unless otherwise set forth herein and shall be subject to general inspection by the City to ensure a continuing quality of services commensurate with the standards provided for herein. For inspection of areas not generally available to the public, such as the kitchen, behind bars, storage areas, the City shall provide reasonable notice of its intent to inspect which inspection shall be done during reasonable hours.

Definition of "Persons."

The term "persons" as used in this Agreement includes individuals, partnerships, corporations, and any other legal entity.

Subordinate To Federal And State Agreements With The City

This Agreement shall be subject and subordinate to:

- (a) any existing or future federal or state statute or any existing or future agreement between the City and the United States or the State of New York relative to the development, construction, operation, or maintenance of the Glen Cove Golf Course and Park, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation, or maintenance of the Golf Course or Park.
- (b) Any agreement previously executed by the City with entities operating at the Park or any future agreement which the City may enter with other entities.

Nonliability of Licensors To Licensee In Operations

The City shall not be liable to 111 LLC or to its agents, representatives, or employees for any injury or death or any injury or death of third persons or for any damage to 111 LLC's property or for any loss of revenue caused by third persons in the maintenance, construction or operation of the Licensed Premises, its appurtenances, facilities and equipment, or caused by any third persons using the premises or its appurtenances, facilities and equipment, whether the injury, death or damage is due to negligence or otherwise.

The City's Reservation Of Rights

Except as to the Licensed Premises, the City reserves the right to regulate, police, and further develop, improve, reconstruct, and/or modify the Park and its improvements in such a manner as the City sees fit, irrespective of the desires or views of 111 LLC.

Inurement

This instrument shall be binding upon and shall inure to the benefit of these parties and their respective successors, legal representatives, and assigns. This paragraph shall not be deemed to authorize 111 LLC to make an assignment of its interest in this license except as otherwise expressly provided herein.

Waiver of trial by jury

In the interest of obtaining a speedier and less costly hearing of any dispute, the City and 111 LLC hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or relating to this Agreement, the premises, 111 LLC's use or occupancy of the premises, any claim of injury or damage and/or for the enforcement of any remedy under any statute, emergency or otherwise. Although such jury waiver is intended to be self-operative and irrevocable, the City and 111 LLC further agree, if requested by the other party, to confirm such waiver in writing at the time of commencement of any such action, proceeding or counterclaim. The provisions of this Article shall survive the expiration or termination date of this license. If City commences any proceeding to recover the premises due to the non-payment of rent, 111 LLC agrees not to interpose any counterclaim of any nature whatsoever in any such proceeding.

Late Charges

Except as otherwise provided herein, in every instance in which 111 LLC is required to pay the City a sum of money (including, without limitation, payment of rent or "key money,") and payment is not made within five (5) days after the same shall become due, 111 LLC shall pay, a five (5%) percent penalty per month on any sum due from the date it becomes due until the date it is paid, provided, however, that in no event shall such payment be in excess of the highest rate which shall from time to time be permitted under the laws of the State of New York to be charged on late payments of sums of money due pursuant to an agreement for occupancy of real property. All penalties imposed hereunder shall be calculated on a monthly, and not a per diem, basis. Notwithstanding the imposition of such penalties and service charges, 111 LLC shall be in default under this Agreement if any or all payments required to be made by 111 LLC hereunder are not made at the time herein stipulated, and neither the demand for, nor collection by City of, such additional payment(s) shall be construed as a curing of such default on the part of 111 LLC. City's receipt of such late fee payments shall not be deemed a consent by City to late payments, nor a waiver of City's right to insist upon timely payments at any time, nor a waiver of any remedies to which City is entitled because of any late payment of rent. The intention of the parties is to conform strictly to the usury laws, and whenever any provision herein provides for payment by 111 LLC to the City of interest at a rate more than the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

Consent to Jurisdiction

111 LLC represents that it is not entitled to immunity from judicial process or proceedings that may be brought in any jurisdiction, and hereby irrevocably waives and agrees not to claim, on behalf of itself or with respect to its property, immunity from any process the City may serve or from any suit, action or proceeding the City may bring in any jurisdiction to enforce any obligation or liability of 111 LLC under or arising out of this Agreement. 111 LLC irrevocably: (i) submits to the jurisdiction of the Supreme Court of Nassau County, New York and/or the City Court of the City of Glen Cove, New York with respect to any suit, action or other proceeding arising out of or relating to this license; and (ii) waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the venue of any such suit,

action or other proceeding brought in any such court and any claim that any such suit, action or other proceeding has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon 111 LLC and may be enforced in any court to which 111 LLC is jurisdictionally subject by a proceeding to enforce such judgment.

111 LLC hereby consents to process being served in any suit, action or proceeding of the nature referred herein by (a) serving process on 111 LLC at the demised premises or (b) serving process upon a designated agent of 111 LLC. Service may be done by any other means permitted by law.

Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of New York.

Descriptive Headings For Convenience Only

Any descriptive headings appearing upon this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions or as any interpretation of them.

Equal Opportunity

In performing its responsibilities under this Agreement, 111 LLC shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, gender, sexual orientation, or national origin, nor otherwise commit an unfair employment practice. 111 LLC further agrees that this article will be incorporated by 111 LLC in all contracts entered with concessionaires, sub-licensees, suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any labor or services in connection with this license. To demonstrate compliance, 111 LLC and its contractors, concessionaires and sub-licensees will furnish reports and information as reasonably requested by the Mayor.

111 LLC will take affirmative action to ensure that all employees are treated fairly during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment upgrading or demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. 111 LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. 111 LLC will, in all solicitations or advertisements for employees placed by or on behalf of the 111 LLC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, age, or national origin.

Attorney's Fees

If any party to this Agreement commences an action or proceeding against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party its reasonable attorney's fees and the costs of the suit.

Execution

The execution of this Agreement on behalf of City is authorized by a resolution passed by the City Council of the City of Glen Cove on _____, and on behalf of 111 LLC by a resolution of its board of directors at a duly called meeting at which a quorum was present and assented to its passage.

In witness whereof, the parties have caused this instrument to be signed the date and year first written above.

111 LATTINGTOWN ROAD LLC

Kent Monkan, Member

Eric Telese, Member

CITY OF GLEN COVE

Pamela Panzenbeck, Mayor

SCHEDULE A

SCHEDULE B

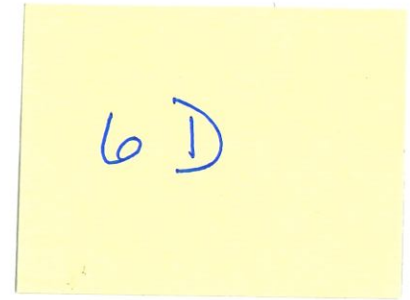
SCHEDULE C

SCHEDULE D



December 7, 2023

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



Re: Brewster Street Parking Garage – South Stairs Repair/Replacement

Dear Mr. Yeosock:

LiRo hereby submits this proposal upon your request for Structural Engineering Services for the partial repair/replacement of the South Stairs at Brewster Street Municipal Parking Garage.

Approach

- I. Site visit and Field measurements:
LiRo engineers will verify the available as-built drawings on site and take the necessary measurements for design and detailing.
- II. Design and Detailing:
LiRo will provide signed and sealed design drawings (1-2 sheets) for the replacement of part of the south stairs for construction.



Assumptions

1. Bid Phase Support and Construction Support Services are not included in this proposal and can be provided separately upon request.
2. This task is considered an extension of purchase order 220464 – 001. Hence, the fee proposal herein is based on the use of the remaining funds of PO 220464 – 001 plus the additional fee specified below.

Timeline

LiRo is prepared to start the work within ten (5) days of notice to proceed. Design can be completed within ten business days from the site visit.



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

The additional hourly/not to exceed (NTE) cost to complete the proposed scope of work above is \$5,600.

This proposal is subject to the terms and conditions of our on-call contract for engineering services dated January 27, 2023.

LiRo appreciates the opportunity to support the City of Glen Cove in the condition assessment task of the Brewster Street Garage Building. 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

**STASI GENERAL CONTRACTING LLC**422 Maple Ave
Westbury NY 11590

Phone # (516)280-9777

office@stasilli.com

Invoice

Date	Invoice #
12/21/2023	121912

Bill ToCITY OF GLEN COVE
CHANGE ORDER
PARKING GARAGE

6 E

Description	Qty	Amount	Rate
- REMOVE BY HAND - COLLAPSED THIRD FLOOR WIRE REINFORCED STUCCO CEILING IN WEST SIDE CENTER STAIRWELL OF PLULASKI ST. GARAGE. PUT DEBRIS IN DUMPSTER. - CLEAN UP - REMOVE BY HAND - PORTION OF THIRD FLOOR WIRE REINFORCED STUCCO CEILING IN SOUTH EAST STAIRWELL OF PULASKI ST. GARAGE - PUT DEBRIS IN DUMPSTER - CLEAN UP PROVIDED: MAN POWER AND EQUIPMENT: 1 - CHAUFER - 2 HOURS @ \$50.31 = \$100.62 1 - FOREMAN - 8 HOURS @ \$87.42 = \$699.36 4 - LABORERS - 8 HOURS @ \$87.42 = \$2,797.44 ----- = \$3,597.42 1 - GEHL V-330 SLUD LOADER - 7 HOURS @ \$37 = \$259.00 1 - 15 CY DUMPSTER - 7 HOURS @ \$22 = 154.00 15% PROFIT AND OVERHEAD ON LABOR = \$601.53 = \$4,611.95		4,611.95	4,611.95

Total

\$4,611.95

Balance Due

\$4,611.95



December 22, 2023

VIA EMAIL - THENDERSON@GLENCOVENY.GOV
AND FIRST CLASS MAIL

Tip Henderson, Esq.
City Attorney
Glen Cove City Hall
9 Glen Street, Office 304
Glen Cove, NY 11542

**Re: Representation of the City of Glen Cove
Nardone v. City of Glen Cove
Improper Practice Charge**

Dear Mr. Henderson:

This will confirm and thank you for your request that this firm represent the City of Glen Cove (hereinafter, "the City") in the above-referenced matters. We are pleased to have this opportunity to assist the City, and we want to acquaint the City with our manner of handling your case.

Scope of Representation

Our representation of the City is in connection with the above-referenced matter as assigned by the City, unless we otherwise agree in writing. The services we will provide include answering the Improper Practice charge, any necessary investigation needed to answer same, attend any hearings, filing any appropriate NYSPERB and Court papers, including motions and answers, appearing at any NYSPERB or Court proceedings, handling any appeals, and providing other assistance as deemed appropriate.

Firm Representation

While I will be primarily responsible for the City's cases, other lawyers in the firm may, from time to time, be involved in handling cases as necessary, including Lars Mead and Angelo Catalano. Should I or Lars be unavailable when the City calls, please feel free to refer any questions to my assistant, Katherine Trumbach. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

BAINBRIDGE
BINGHAMTON
CORTLAND
HANCOCK
ITHACA
MONTROSE
OWEGO
WALTON

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(877) COUGHLIN
Fax: (607) 723-1530
Email: mconrow@cglawoffices.com

66

Cooperation

We will need the City's cooperation in the preparation and defense of these matters. This may include providing documents and access to Department records, rules and regulations. We will endeavor to coordinate this with the City's schedule in order to make this as little an imposition as possible. However, this cannot always be done, and we will appreciate your cooperation in this regard.

Billing Basis

The billing will be done on an hourly basis and submitted monthly for payment. Unless we agree otherwise, payment will be due 30 days after receipt of our bill. We understand that due to timing of municipal legislative meetings, the bills may not be authorized within 30 days and no interest will be assessed to a municipal client until the bill is over 90 days past due. If the City has questions about our billing rate or method, please feel free to discuss this matter early in our representation of the City. We are not able to advance monies on behalf of our clients, and we will try to anticipate such expenses. If we do advance any monies for expenses and fees on the City's behalf, such as filing fees, transcript costs, long-distance telephone calls, travel and photocopying, we will expect the City to promptly reimburse us upon billing.

Billing Rates

Prior to commencement of legal work, we will require no retainer. The legal services rendered to the City in this case will be based on a rate of Partner and Of Counsel \$295 per hour; Senior Associate \$265 - \$245 per hour based upon experience; and Paralegal/Legal Assistants \$200 per hour. Attorney fees may be written up or down depending on the expertise required of the attorney providing services. These rates may be modified over time, but we will of course inform the City immediately if our rates should increase. The rates for the City shall remain unchanged through December 31, 2024. Our statements to the City will reflect the rates in effect at the time of billing. Statements for legal services and expenses will be forwarded to the City on a monthly basis unless the City prefers otherwise.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the City does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the City notifies us of their intention to arbitrate, at the City's request we will provide you with the appropriate forms to file to implement your right to arbitrate.

Travel Time

In the event any travel is required on the City's behalf, such time will be charged at the hourly rate of \$200, plus mileage and travel expenses, if applicable. Mileage will be billed at the federal reimbursement rate and travel expenses include, but are not limited to; tolls, parking fees,

Tip Henderson, Esq.
Re: Representation of City of Glen Cove

3

December 22, 2023

and hotel accommodations. Any significant travel expenses outside those listed will be cleared with the City prior to incurring any such costs.

Efforts on Your Behalf

We will strive to complete the City's work as expeditiously as possible and at a fair and reasonable cost to the City. We do represent other clients, and there will be times when we will be giving the City's work priority over others. But the converse is true, and we trust that the City will understand if reasonable delays occur in completion of work.


Termination

The City shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If the City has any questions about these terms, please let me know. Otherwise, if they are acceptable to the City, I would appreciate the City's signing both duplicate copies of this Agreement, and returning one to me in the enclosed self-addressed, stamped envelope.

We appreciate the opportunity to be of assistance to the City of Glen Cove and look forward to working with you in this matter.

Very truly yours,
COUGHLIN & GERHART, LLP


Mary Louise Conrow, Esq.
Of Counsel

MLC:kmt
Enclosures

I AGREE TO THE TERMS OF REPRESENTATION
AND ENGAGEMENT AS OUTLINED ABOVE.

CITY OF GLEN COVE

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Dated: _____

**2023 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Determination of Fees - Amount

Our fees for services as your attorneys are determined by the education, experience, and licensing required by the task we are engaged to undertake and by the time we expend on the matter. We also consider such other factors as:

- 1) Exclusivity: Will your matter prohibit us from being retained by others due to present or future potential conflicts of interest?
- 2) Time constraints: Is your matter of an urgent (or emergency) nature which will require us to place your matter before other already-pending matters?
- 3) The amount at risk, the effort required, the responsibility of the Firm, and the result anticipated and achieved.
- 4) Our prior relationship.

Charges are adjusted from standard hourly rates to consider any of the foregoing. You will be requested to execute a written Representation Agreement reflecting our fee arrangement and acknowledging your understanding of and agreement to our fee policies.

Hourly Billing Rates

Our hourly billing rates reflect the value of the experience and skill of the individuals performing the work. In an effort to maintain reasonable fees, it is our commitment to delegate work whenever appropriate to the person with the lowest hourly billing rate capable of performing it. Non-licensed personnel, including paralegals and legal interns, are trained to work within the limits of their legal authority and specialty areas, and to refer appropriate inquiries to attorneys.

Our Firm has invested its resources in the creation of legal systems and state-of-the art automated equipment necessary to implement them so that attorney and paralegal time in the delivery of legal services is minimized. When automated systems are used in the preparation of legal documents, there is an hourly charge as listed below.

<u>TITLE</u>	<u>HOURLY RATE</u>
Partner	\$295
Associate	\$245 - \$265
Paralegal	\$200
Of Counsel	\$295
Travel	\$200

Legal services for which charges are made may include court appearances, telephone and office conferences (including staff conferences between attorneys and/or paralegals and legal assistants when work is being delegated), legal research, document preparation, correspondence, and travel to and from conferences and court appearances. All time spent on your matter is entered on our records

2023 FEE POLICIES OF COUGHLIN & GERHART, LLP

and is reflected in monthly statements. In most instances, your bill will itemize the date the service was performed. Billing will be made in tenths-of-an-hour installments or greater. This policy reflects our experience that even telephone consultations of shorter than 10 minutes' duration require the attorney to disengage himself or herself from the tasks at hand, receive the information and/or resolve the problem posed by the telephone party, document the exchange for the file, and return to the task at hand.

Disbursements or Expenses

Separate from our charges for legal services are applicable expenses and disbursements of funds made by us on your behalf. Expenses including experts' and consultants' fees, service of process fees, filing fees, court costs, court reporter charges, certified copies of documents, photocopies, messenger charges, long-distance telephone charges, computerized legal research charges and charges of other attorneys retained to assist in the handling of your matter, together with other out-of-pocket expenses. These charges are billed to you at our cost, and whenever possible, in advance of incurring the expense. Copies of bills will be provided upon your request.

Contingent Fees

In cases where fees are contingent upon the successful accomplishment (by settlement or litigation) of your matter, a specific written contingent fee arrangement will be made with you. The agreement will set forth the precise method by which the fee is to be determined and how expenses will be handled.

Fee Estimates

It is our policy for the attorney to discuss the matter of fees and expenses at the first available opportunity so that clients will have a clear understanding of their entire financial obligation.

Monthly Billing Policy

Generally, you will be billed each month in which we have expended time or expense on your behalf. The amount is due and payable within 30 days of receipt of the billing.

Questions About Billing

If you wish to ask about your bill or about the legal services which have been rendered, please call our office when you receive your statement. IF NO COMMENT ABOUT THE BILL IS RECEIVED WITHIN 30 DAYS OF THE STATEMENT DATE, WE SHALL ASSUME THAT YOU HAVE REVIEWED THE BILL AND FIND IT ACCEPTABLE.

Thank you for your cooperation and for the opportunity to provide legal services to you at this time. We appreciate your demonstration of confidence in us by engaging the services of Coughlin & Gerhart, LLP.

6H



Idemia Identity & Security
14 Crosby Drive
Suite 200
Bedford, MA 01730
USA
Phone (800) 932 0890
FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: 41268
QUOTE DATE: 11/27/2023
CUSTOMER ID: BD-29182
PRICE LIST: SL-LAWENF

BILL TO: CITY OF GLEN COVE
9 GLEN STREET

GLEN COVE, NY 11542
United States

COVERAGE
START DATE: 10/01/23
END DATE: 09/30/24

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: GLEN COVE POLICE DEPARTMENT - 1 BRIDGE STREET GLEN COVE, NY 11542				
5300D-TPE-ED-M95 TPE-5300D-ED	ANNUAL 9/5 MAINTENANCE	55648-001	1	\$2,970.00
HWOX-DIGCAP-M95 TPE-HWOX-DIGCAP	ANNUAL 9/5 MAINTENANCE	55648-002	1	\$391.00
TOTAL:				\$3,361.00

NAME: Zehra Tremazi
TITLE: Maintenance Contract Admin
PHONE: (714) 632-2119
FAX: (952) 852-8747
EMAIL: Zehra.Tremazi@us.idemia.com
SUPPORT EMAIL: BiometricsSupport@us.idemia.com
SUPPORT PHONE: (888) 435-7439

PO NUMBER
SIGNATURE BY
NAME(Print) / DATE
TITLE
PHONE / FAX
EMAIL

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's as sent to the terms set out here in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RENEWAL DATE OR RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

Quote ID: 41268

Page: 1 of 1

6L

MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (hereinafter the "Agreement") made by and between the City of Glen Cove, a municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. (the "City"), Silver Emergency Experts LLC, a New York limited liability company (the "LLC"), and David Silver, M.D. residing at 8 The Glenada, Roslyn, New York 11576 ("Dr. Silver").

W I T N E S S E T H:

WHEREAS, Dr. Silver is a licensed medical doctor in the State of New York with a Drug Enforcement Agency license, an Advanced Cardiac Life Support license with certifications from the American Osteopathic Board of Emergency Medicine and the American Board of Emergency Medicine; and

WHEREAS, the City desires to engage Dr. Silver as an independent contractor to act as Medical Director for the City of Glen Cove Volunteer EMS Corps; and

WHEREAS, the Glen Cove City Council has resolved that Mayor Pamela Panzenbeck is authorized to engage Dr. Silver as an independent contractor to be Medical Director for the City of Glen Cove Volunteer EMS Corps; and

WHEREAS, Dr. Silver desires to be named Medical Director for the City of Glen Cove Volunteer EMS Corps on the terms and conditions hereinafter set forth;

WHEREAS, Dr. Silver desires that the City make payments pursuant to this Agreement to Dr. Silver's trade or business, the LLC, and

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

1. The City of Glen Cove hereby engages Dr. Silver, as an independent contractor, to be the Medical Director of the City of Glen Cove Volunteer EMS Corps, in compliance with the State of New York requirements, commencing January 1, 2024, and ending December 31, 2026.

2. As the Medical Director for the City of Glen Cove Volunteer EMS Corps, agency number 2957, Dr. Silver shall provide medical supervision for the development of

protocols and standing orders for the EMS personnel and units; approve EMS medical equipment; approve personnel to function within the City of Glen Cove Volunteer EMS Corps within their level of certification by the Regional Emergency Medical Advisor Council; give medical guidance to EMS chiefs, directors and officers; review and investigate medical complaints; participate in ongoing quality assurance and quality improvements; and develop and implement medical training for new medical equipment and medical technology.

Additional responsibilities include:

- a. Verifying the Continuing Medical Education Recertification (CME) for each member of the EMS at all levels of care.
 - i. 100% Online CME Recertification
 - ii. Core & Noncore Recertification.
- b. Approving EMT-CC's technicians for the Paramedic Bridge Program to achieve Paramedic status.
- c. Oversee and review policies for the administration of Approval of all EMT-CC's and Paramedics under a Controlled Substance Program providing for review of current policies and quality assurance on all administrations.
- d. Train Paramedics in Rapid Sequence Intubation for approval by the Nassau County Regional Emergency Medical Advisory Council.
- e. Advance Life Support Provider Credentialing Letters of Support
 - i. Advanced Emergency Medical Technician (AEMT)
 - ii. Emergency Medical Technician – Critical Care (EMT-CC)
 - iii. Paramedic
- f. Field Physician (if applicable), allowing for physician response and treatment to critical patients.
- g. Monitor Public Access Defibrillation Program
- h. Oversee Basic Life Support (BLS) Enhanced Scope of Practice Modules including:
 - i. BLS CPAP
 - ii. BLS Nasal Narcan
 - iii. BLS Check n Inject (syringe epinephrine program)
 - iv. BLS 12 Lead
 - v. BLS iGel (in development)
 - vi. Any future modules approved by New York State Department of Health Bureau of EMS and Trauma Modules
- i. Monitor future Advanced Life Support Enhanced Scope of Practice Modules approved by the New York State Dept of Health, Bureau of EMS and Trauma Systems, for introduction to the Volunteer EMS Corps.

3. Dr. Silver shall perform the services of Medical Director as an independent contractor for which he will receive the following compensation per annum:

- 2024: \$18,000.00
- 2025: \$19,000.00
- 2026: \$20,000.00

Payments will be made quarterly as follows:

2024:

- Q1: \$4,500.00 by March 31, 2024
- Q2: \$4,500.00 by June 30, 2024
- Q3: \$4,500.00 by September 30, 2024
- Q4: \$4,500.00 by December 31, 2024

2025:

- Q1: \$4,750.00 by March 31, 2025
- Q2: \$4,750.00 by June 30, 2025
- Q3: \$4,750.00 by September 30, 2025
- Q4: \$4,750.00 by December 31, 2025

2026:

- Q1: \$5,000.00 by March 31, 2026
- Q2: \$5,000.00 by June 30, 2026
- Q3: \$5,000.00 by September 30, 2026
- Q4: \$5,000.00 by December 31, 2026

Each installment shall be made payable to 'Silver Emergency Experts LLC', and Dr. Silver will provide a Form W-9 upon the contemporaneous execution of this Agreement. The City of Glen Cove will also contribute \$1,025.00 toward the remaining cost of Dr. Silver's 2023 limited liability and professional insurance, which is to be renewed in April 2024. Upon each subsequent renewal of Dr. Silver's limited liability and professional insurance, Dr. Silver will present a copy of the bill to the City of Glen Cove within (30) days of renewal for reimbursement. The parties to this Agreement recognize and expressly acknowledge that Dr. Silver is currently engaged in or may be engaged in the future by other governmental entities to provide Medical Director services to other EMS/Fire Departments and the City

acknowledges that Dr. Silver is not required to provide his services exclusively to the City during the term of this Agreement. If Dr. Silver accepts other EMS/Fire Department medical director engagements during the term of this Agreement, the limited liability and professional insurance will be shared equally among the City and the other agencies engaging Dr. Silver, not to exceed ten (10) such EMS/Fire Department agencies. The City shall seek payment from those agencies for their pro rata shares of the insurance cost paid by the City, but in the event those shares are not paid, the City may reduce Dr. Silver's payments as provided hereunder by the amount of the pro rata shares. The City will pay its contribution of \$1,025.00 within forty-five (45) days of the execution of this Agreement, and then within forty-five days of being presented with each annual renewal during the term of this Agreement.

4. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice. In the event of termination, Dr. Silver shall be compensated by the City for services performed up to the effective date of termination.

5. The LLC and Dr. Silver shall not assign this Agreement to any person or entity without the express written consent of the City, nor shall any other person or party perform any services covered by this Agreement without the express written consent of the City. Dr. Silver is the only Medical Director engaged by the City of Glen Cove for the term of this Agreement.

6. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and, in the case of Dr. Silver and the LLC, personally delivered to him or sent by registered or certified mail, to his address at 8 The Glenada, Roslyn, New York 11576 and in the case of the City, delivered in person or sent by registered or certified mail, to the Office of the Mayor at the City's principal office located at 9 Glen Street, Glen Cove, New York 11542.

7. In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable provision.

8. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

9. In performing the services provided by this Agreement, Dr. Silver is acting as an independent contractor and is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the City's. Likewise, no worker's compensation insurance shall be supplied by the City for the benefit of Dr. Silver or any persons he may choose to employ. Dr. Silver shall comply with the Worker's Compensation Law as the same may apply to him and/or his employees.

10. Federal, State, and local income taxes, and payroll taxes of any kind shall not be withheld or paid by the City on behalf of Dr. Silver or the LLC. He shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

11. Neither Dr. Silver nor the LLC shall have any authority to enter into contracts or agreements on behalf of the City as the result of this Agreement.

12. Dr. Silver shall assume all risk in connection with his performance of this Agreement and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, omissions of Dr. Silver in connection with the prosecution and completion of the services set forth in this Agreement. Dr. Silver shall indemnify and hold the City and its past, present, and future elected officials, officers, directors, and employees harmless from all claims and for any expenses and costs, including reasonable attorney's fees and court costs which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of Dr. Silver in his performance of this Agreement.

13. Before performing any services under this Agreement, Dr. Silver shall procure the appropriate Medical Director liability insurance in an amount of not less than \$1,000,000 maintained during his performance of this Agreement. The City of Glen Cove shall be listed as certificate holder and additional insured on the policy. Should Dr. Silver serve as the Medical Director for the City for less than five (5) years, commencing January 1, 2024, he shall, at the direction of the City, exercise his option for an "extended reporting period" of three (3) years, the cost for which will be borne by the City. Pursuant to the applicable insurance policy, the cost imposed for the "extended reporting period" is 185% of the full annual premium. In the event Dr. Silver continues to serve as Medical Director for the City for more than five (5) years, commencing January 1, 2024, then the "extended reporting period" shall continue for an unlimited duration at no cost to the City or Dr. Silver as provided by the applicable policy.

14. This Agreement represents the full and entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter herein. Any waiver, alteration, or modification of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

15. The parties hereto agree that no single party shall be deemed to have drafted this Agreement or any portion thereof. This Agreement is the product of the collaborative effort of the parties hereto and their counsel, and as such, the rule of construction against the draftsman may not be employed in any dispute concerning the meaning of the terms of this Agreement.

16. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of a proceeding in any such court.

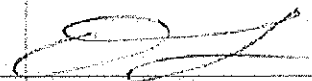
17. This Agreement shall become effective when executed by both parties and a copy delivered to each party. It may be executed in counterparts, any one of which shall be deemed to be an original instrument, and a copy of a signature on an electronic or facsimile transmission of this Agreement shall have the same force and effect as if it were an original signature.

[SIGNATURE PAGE TO FOLLOW]

FOR: City of Glen Cove

BY: _____
Pamela Panzenbeck, Mayor

Date

BY: _____
Dr. David Silver

12/13/2023

Date

FOR: Silver Emergency Experts LLC

BY: _____
Name: Dr. David Silver
Title: Sole Member

12/13/2023

Date

BEST TOOL FOR THE JOB.

Purpose-built software for
checklists and inventory
management.

6M

PSTRAX PROPOSAL FOR

Glen Cove EMS

Robert Picoli, Chief

8 Glen Cove Ave.

Glen Cove, NY 11542

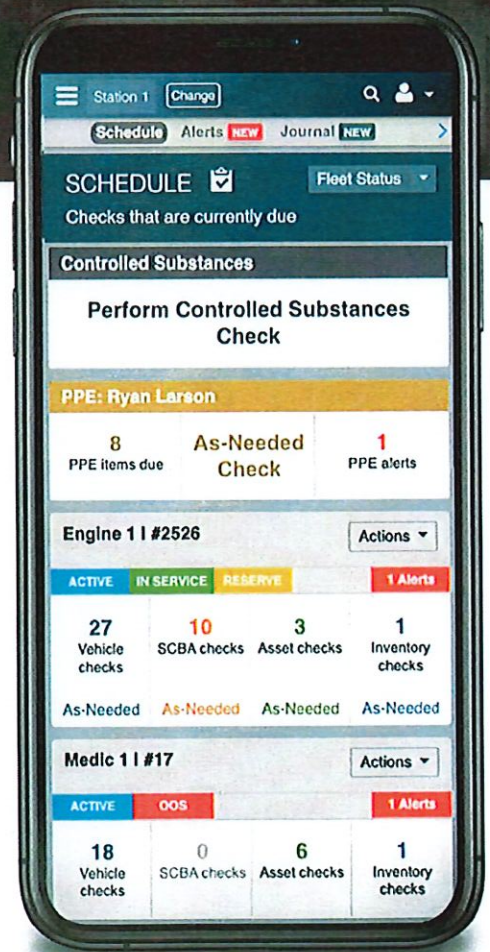


Prepared By:

Lori Haynes

Station Automation, Inc. (DBA PSTRax)

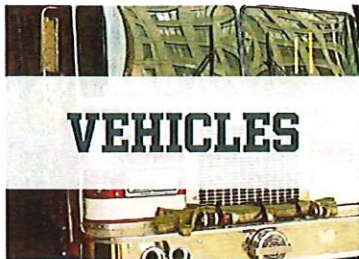
November 21, 2023



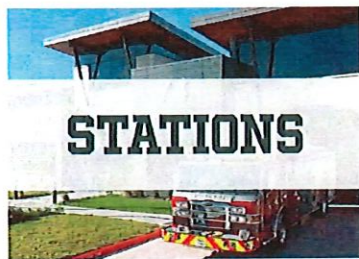
**YOUR CHECKS.
OUR PRIORITY.**

MODULES OVERVIEW

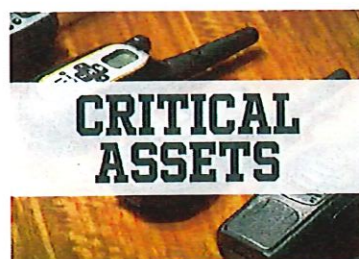
The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The [Vehicle Module](#) automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The [Station Module](#) schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The [Critical Asset Module](#) tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.

The [Supplies Module](#) provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair



parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The [Controlled Substance Module](#) tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

EXHIBIT A: PRICING & MODULES

The PStrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

The Fees below include:

- **Software License**
- **Setup & Implementation** (includes project management, data import, configuration, training, rollout)
- **Hosting**
- **Unlimited Support** (includes training, ongoing changes)

Pricing is valid for 90 days. Please contact your PStrax Representative for adjustments to the modules priced below.

Module	Scope of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)			
Vehicle Includes:	0 Vehicles	\$225	\$0
Station Includes:	0 Stations / Buildings	\$300	\$0
Critical Asset Includes:	0 Stations / Buildings	\$400	\$0
Supplies Includes:	1 Stations / Buildings	\$500	\$500
Controlled Substance Includes: (e.g., vaults, vending machines, vehicles with drug boxes)	0 Managed Locations	\$300	\$0
Single Sign-On Connect PStrax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0 SSO Users	\$10	\$0
First Arriving Integration Includes:	0 Stations / Buildings	\$50	\$0
			\$500
One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)			

Vehicle	0	Vehicles	\$70	\$0
Station	1	Stations / Buildings	\$90	\$90
Critical Asset	0	Stations / Buildings	\$80	\$0
Supplies	0	Stations / Buildings	\$100	\$0
Controlled Substance	0	Managed Locations	\$60	\$0
				\$90

One-Time Professional Services Fees

On-Site Training Includes: 1 trainer for X days (Up to 25 students per trainer per day)	0	Days	\$1,500	\$0
On-Site Document Prep Includes: 1 resource for X days to organize checklists and inventory documents	0	Days	\$1,000	\$0
Travel Expenses Includes: \$1000 airfare plus \$500 per day for each person	0	People	\$1,500	\$0
				\$0

Year 1 Total (USD): \$590

Estimated Annual Renewal License Fee (USD)* : \$500

Average License Fee Per Day Per Station (USD)* : \$1.37

** Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual increases or scope of work increases.*

*** Stations/Buildings is the pricing metric to determine agency size.*

Other Special Instructions: None

EXHIBIT B: FINANCING TERMS

Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Increase in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

- ☐ Pay the entire 1st year's Annual Software License Fees now.
- ☐ Prorate the 1st year's Annual Software License Fees to sync with date: _____
- ☐ Other instructions (optional):

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

- ☐ Pay the entire one-time implementation fees now.
- ☐ Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).
- ☐ Other instructions (optional):

MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PStrax, a Delaware corporation ("PStrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Glen Cove EMS ("CLIENT"). PStrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

WHEREAS, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PStrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
2. **365 DAY MONEY BACK GUARANTEE.** PStrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PStrax to cancel the module. PStrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to date. Any refunded monies shall be paid by PStrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:
 - Use commercially reasonable efforts to build, implement and "go-live" with the module.
 - Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
 - Attempt to contact and work with PStrax to resolve issues prior to notifying PStrax to cancel the module(s).

3. TERMINATION NOTICE. With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing.

4. AUTO RENEWAL. Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for one (1) year Renewal Term at the current per-unit pricing plus any applicable annual price increases (see Section 9 – Annual Increase). This will allow CLIENT to continue using its license(s) without any service interruption. The terms, conditions, and provisions set forth in this Agreement shall remain in effect for the Renewal Term(s).

5. LICENSED MODULES. PSTrax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

6. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTrax will honor any previous pricing that was provided.

7. USER LICENSES. PSTrax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTrax system will have a unique login and password and role-based security access for each module.

8. SCOPE OF WORK. Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

9. SCOPE OF WORK INCREASES & ANNUAL AUDIT. CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTrax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or

managed locations exceeds the initial scope of work. PSTrax shall notify CLIENT about any additional charges due to scope of work increases.

10. ANNUAL INCREASE. Software license fees may be subject to an annual price increase to account for additional system functionality, cost of business, and inflation. Except for Section 4 – Auto Renewal and Section 9 - Scope of Work Increases, the annual increase to the per-unit pricing will not exceed nine (9) percent compared to the previous year's per-unit pricing unless otherwise specified in this Agreement. CLIENT shall receive written notice of any price increase at least 45 days prior to its renewal date.

11. CHANGES TO PRICING TERMS. Occasionally PSTrax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PSTrax shall notify CLIENT at least 60 days prior to any changes occurring.

12. PAYMENT. PSTrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

13. IMPLEMENTATION. PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

14. ONGOING CHANGES & SUPPORT. As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

15. TRAVEL. PStrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PStrax shall have CLIENT approve all travel requests in writing prior to purchasing.

16. CHANGES TO PLATFORM. PStrax is a multi-tenant platform. PStrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PStrax's products or services to its customers, the competitive strength of, or market for, PStrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

17. DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PStrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PStrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PStrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

18. HOSTING SERVICES. The PStrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PStrax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PStrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

19. FORCE MAJEURE. PStrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PStrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

20. COMPLIANCE. CLIENT is responsible for ensuring that its checks and inspections being documented in PStrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines,

DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

22. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

23. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

24. DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

26. LIMITATION OF LIABILITY. In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

27. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

28. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

29. ELECTRONIC SIGNATURES. The Parties may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement may be signed and delivered in two or more counterparts, all of which when so signed shall have the full force and effect of an original.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms, and conditions of this Agreement. Each Party certifies that its signer is an authorized signatory.

Glen Cove EMS

Station Automation, Inc. (dba PStrax)

Signature:

Signature:



Name: _____

Name: Scott Bergeron

Title: _____

Title: President

Email: _____

Email: scott@pstrax.com

Phone: _____

Phone: 888-330-6006

Date: _____

Date: November 21, 2023

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to sales@pstrax.com.

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AGREEMENT

This agreement made this 1st day of January 20____ (effective date") by and between SAFETY & ENVIRONMENTAL SOLUTIONS INC, a New York State Corporation with offices located at P.O. Box 2834, North Babylon, New York 11703 ("SES"), and the CITY OF GLEN COVE (the "City"), duly organized under the laws of the State of New York with City Hall located at 9 Glen Street, Glen Cove, NY 11542.

WITNESSETH

WHEREAS, SES desires to provide respiratory fit testing services for the City, and SES is authorized to do business in the State of New York, is qualified to provide respiratory fit testing services pursuant to Occupational Safety and Health Administration (OSHA) rules, regulations and standards and PESH;

WHEREAS, the District desires to engage SES to provide respiratory fit testing services.

NOW, THEREFORE, in consideration of the mutual promise set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS:

- a. **Service Site:** Respiratory fit testing services shall be performed at the address located at 10 Glen Cove Avenue, Glen Cove, NY or a site determined by District.
- b. **Date & Time of Services:** City of Glen Cove shall give reasonable notice to SES, in writing, as to the dates and times SES services are needed.
- c. **Additional Fit Testing Services:** City of Glen Cove shall be offered make-up dates for respiratory fit testing services. Times and dates for additional fit testing services shall be agreed upon by the City and SES on an as needed basis.

2. SES SERVICES:

SES agrees to provide Respiratory Fit Testing in strict compliant with the OSHA 29CFR 1910.134 Standard and 1910.134 Appendix A Mandatory Fit Testing Procedures. All SCBA fit testing shall be performed using the TSI Portacount Instrument(s) and additionally the N95 fit testing shall be performed using the Bitrex Hood Assembly test kit. All fit test reports shall be completed at the time of the fit test and executed by a certified SES fit test technician(s).

All documentation shall be sent to the City of Glen Cove upon completion of the fit testing session(s) and copies shall be kept at the SES office facility as backup for future reference.

3. BILLING RATE:

SES shall charge \$35.00 per SCBA full face fit test and \$25.00 per N95 half face fit test.

4. PAYMENT:

SES shall bill the City of Glen Cove for services rendered upon completion of a fit testing session, or a fit test conducted at another location for a City of Glen Cove firefighter. The City shall remit payment to SES within sixty (60) days of service.

5. INSURANCE REQUIREMENTS:

SES shall procure and maintain, at all times during this term of this Agreement, in limits and amounts as required by New York law for the services to be rendered under this Agreement (a) General Liability Insurance, (b) Professional Liability Insurance and (c) Workers Compensation Insurance.

6. TERM & TERMINATION:

TERM: This agreement shall be in effect for five (5) years from the date and year first written above. The decision to renew this Agreement will be in the sole discretion of the City of Glen Cove.

TERMINATION AT WILL: This Agreement shall be terminable at will by either party upon thirty (30) days written notice by the terminating party to the non-terminating party sent via personal delivery, certified mail, or by Federal Express.

INDEPENDENT CONTRACTOR: SES shall at all times be deemed an independent contractor of the City and this Agreement shall not confer any rights of employment upon SES.

7. NOTICE:

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when mailed by USPS certified mail, addressed as follows:

If to SES:

Safety & Environmental Solutions Inc.
PO Box 2834
North Babylon, NY 11703

With a Copy to:

Philip Katz, Esq.
Fink & Katz, PLLC
40 Exchange Place, Suite 2010
New York, NY 10005

If to City of Glen Cove:

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

With a copy to:

8. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable Federal laws and regulations and local ordinances.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the day and year first written above.

**SAFETY & ENVIRONMENTAL
SOLUTIONS, INC.:**

By: Donna Marie Elliott

Donna Marie Elliott

President, SES Inc.

Date: 12/1/2023

City of Glen Cove:

By: _____

City of Glen Cove

Authorized Official

Date: _____



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

BUDGET AMENDMENT

6Q

Department: DPW ROADS

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H5110-43501-2310	STATE AID <u>CHIPS</u> /PAVENY/POP	\$532,608.94	
H5110-43501-2310	STATE AID CHIPS/ <u>PAVENY</u> /POP	\$134,333.77	
H5110-43501-2310	STATE AID CHIPS/PAVENY/ <u>POP</u>	\$92,463.98	
H5110-52260-2310	ROAD AND DRAINAGE		\$759,406.69

Reason for Amendment:

TO ACCEPT REIMBURSEMENT FROM THE NYS CONSOLIDATED
LOCAL STREET & HIGHWAY IMPROVEMENT PROGRAM (CHIPS),
PAVENY AND PAVE OUR POTHOLES PROGRAMS

Department Head Signature:  Date: DECEMBER 14, 2023

City Controller Approval:  Date: DECEMBER 14, 2023

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-51101	Annual Salaries		28500.00
A3120-55407	Equipment Service & Rental	28500.00	

Reason for Transfer:

Cover cost of Flock Group invoice (automatic LPRs)

Department Head Signature: _____

Date: 12/14/2023

City Controller Approval: _____

Date: 12/14/23

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: EMS

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A4540-55420	REPAIRS & MAINTENANCE	\$4,075	
A4540-54353	MEDICAL SUPPLIES		\$4,075

Reason for Transfer:

TO TRANSFER UNEXPENDED FUNDS TO COVER
COST OF GARAGE DOOR REPAIRS

Department Head Signature: _____

Date: DECEMBER 19, 2023

City Controller Approval: _____

Date: DECEMBER 19, 2023

City Council Approval – Resolution Number: _____

Date: _____