

PrincipalsSteven A. Fangmann, P.E., BCEE
*President & Chairman*William D. Merklin, P.E.
*Executive Vice President*Robert L. Raab, P.E., BCEE, CCM
*Senior Vice President*Joseph H. Marturano
Senior Vice President

September 24, 2025

Michael Yeosock, Director
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

8 B

Re: City of Glen Cove Water Department
Permanent Packed Tower Aeration Systems at Duck Pond Road Station
Bid No. 2025-001, General Construction
D&B No. 5757

Dear Mr. Yeosock:

On September 3, 2025, the following bidders' proposals were opened and read aloud at City of Glen Cove City Hall in Glen Cove, New York:

J. Anthony Enterprises, Inc.....	\$6,150,000.00
WHM Plumbing and Heating Contractors, Inc.....	\$6,239,000.00
Web Construction Corp.	\$6,769,000.00
LoDuca Associates ¹	\$6,893,799.00
Philip Ross Industries	\$7,900,000.00

¹LoDuca Associates made an error in calculating the total price for Bid Item 6 on the Bid Form. The total bid price has been corrected for unit price calculation errors. In the case of this bidder, the total bid price has been corrected by applying the unit costs to the quantities indicated on the bid form. After correcting Bid Item 6 this results in a correction of the Total Amount of Bid from \$6,893,797.00 to \$6,893,799.00. This correction does not affect whether or not LoDuca Associates is the low bidder.

Based upon a thorough review of the bid documents and conducting of a pre-award meeting, D&B Engineers and Architects, D.P.C. finds no reason for the City not to award the General Construction contract to J. Anthony Enterprises, Inc. in the amount of \$6,150,000.00.

Upon Notice of Award, the awarded contractor shall be requested to provide all specified insurance and bonds. Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract.

D&B ENGINEERS AND ARCHITECTS

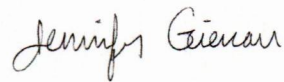
Michael Yeosock, Director
Department of Public Works
City of Glen Cove
September 24, 2025

Page Two

A copy of the certified bid tabulation and minutes from the pre-award meeting are enclosed with this letter.

If you have any questions, please feel free to call me.

Very truly yours,



Jennifer Gienau, P.E.
Associate

JG/DCt/kb

Enclosures

cc: D. O'Connor (CGC)
M. Colangelo (CGC)
Y. Quiles (CGC)
A. Fangmann (CGC)
W. Merklin (D&B)
D. Cruz (D&B)

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September 24, 2025

Michael Yeosock, Director
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: City of Glen Cove Water Department
Permanent Packed Tower Aeration Systems at Duck Pond Road Station
Bid No. 2025-003, Plumbing Construction
D&B No. 5757

Dear Mr. Yeosock:

On September 3, 2025, the following bidders' proposals were opened and read aloud at City of Glen Cove City Hall in Glen Cove, New York:

Bensin Contracting, Inc.	\$6,253,420.00
R.J. Industries, Inc. ¹	\$6,697,200.00
Philip Ross Industries, Inc.	\$7,425,970.00
W.H.M. Plumbing & Heating Contractors, Inc. ²	\$33,396,220.00

¹R.J. Industries, Inc. made an error in calculating the total price for Bid Item 26 on the Bid Form where the unit price in figures for this Bid Item differed in words. The unit price for this Bid Item has been corrected with the price in words taking precedence over the price in figures. The total bid price has been corrected by applying the unit price in words to the quantities indicated on the bid form. After correcting Bid Item 26 this results in a correction of the Total Amount of Bid from \$6,697,700.00 to \$6,697,200.00. This correction does not affect whether or not R.J. Industries, Inc. is the low bidder.

² W.H.M. Plumbing & Heating Contractors Inc. made errors in calculating the total price for Bid Items 8 through 27 on the Bid Form. In addition, the unit price in figures for Bid Item 26 differed from the price in words. The unit price for Bid Item 26 has been corrected with the price in words taking precedence over the price in figures. The total bid prices for Bid Items 8 through 27 have been corrected for unit price calculation errors. In the case of this bidder, the total bid price has been corrected by applying the unit costs written in words to the quantities indicated on the Bid Form. After correcting Bid Items 8 through 27 this results in a correction of the Total Amount of Bid from \$7,227,572.00 to \$33,396,220.00. This correction does not affect whether or not W.H.M. Plumbing & Heating Contractors Inc. is the low bidder.

D&B ENGINEERS AND ARCHITECTS

Michael Yeosock, Director
Department of Public Works
City of Glen Cove
September 24, 2025

Page Two

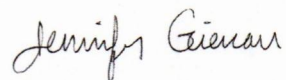
Based upon a thorough review of the bid documents and conducting of a pre-award meeting, D&B Engineers and Architects, D.P.C. recommends award of the Plumbing Construction contract to Bensin Contracting, Inc. in the amount of \$6,253,420.00.

Upon Notice of Award, the awarded contractor shall be requested to provide all specified insurance and bonds. Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract.

A copy of the certified bid tabulation and minutes from the pre-award meeting are enclosed with this letter.

If you have any questions, please feel free to call me.

Very truly yours,



Jennifer Gienau, P.E.
Associate

JG/DCt/kb

Enclosures

cc: D. O'Connor (CGC)
M. Colangelo (CGC)
Y. Quiles (CGC)
A. Fangmann (CGC)
W. Merklin (D&B)
D. Cruz (D&B)

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D&B ENGINEERS AND ARCHITECTS

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • www.db-eng.com

Principals

Steven A. Fangmann, P.E., BCEE
President & Chairman

William D. Merklin, P.E.
Executive Vice President

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

Joseph H. Marturano
Senior Vice President

September 24, 2025

Michael Yeosock, Director
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: City of Glen Cove Water Department
Permanent Packed Tower Aeration Systems at Duck Pond Road Station
Bid No. 2025-002, Electrical Construction
D&B No. 5757

Dear Mr. Yeosock:

On September 3, 2025, the following bidders' proposals were opened and read aloud at City of Glen Cove City Hall in Glen Cove, New York:

Eldor Contracting Corp.....	\$3,927,000.00
Hinck Electrical Contractor, Inc.	\$4,294,785.00
Welsbach Electric Corp. of LI.....	\$4,792,000.00

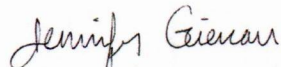
Based upon a thorough review of the bid documents and conducting of a pre-award meeting, D&B Engineers and Architects, D.P.C. recommends award of the Electrical Construction contract to Eldor Contracting Corp. in the amount of \$3,927,000.00.

Upon Notice of Award, the awarded contractor shall be requested to provide all specified insurance and bonds. Conformed copies of the contract documents will be compiled and delivered to your office for execution of the contract.

A copy of the certified bid tabulation and minutes from the pre-award meeting are enclosed with this letter.

If you have any questions, please feel free to call me.

Very truly yours,


Jennifer Gienau, P.E.
Associate

JG/DCT/kb
Enclosures

cc: D. O'Connor (CGC)
M. Colangelo (CGC)
Y. Quiles (CGC)
A. Fangmann (CGC)
W. Merklin (D&B)
D. Cruz (D&B)

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"Facing Challenges, Providing Solutions... Since 1965"



9/17/2025

Mr. Michael Yeosock, PE
City of Glen Cove, NY
Via Email michaelyeosock@glencoveny.gov

Re: Amendment Number 2 for Additional Services
City of Glen Cove, NY
Glen Cove Golf Course Irrigation CA & CO

IMEG Project Number: 24006058.00

Dear Michael:

As we discussed, IMEG has been requested to provide additional services for Construction Administration (CA) & limited Construction Observation (CO) services. All other services, terms, and conditions shall remain as stated in our original Agreement dated August 27, 2024.

Construction Administration

- o Attendance at approximately fourteen (12) on-site project meetings/site visits at key construction stages of site improvements.
- o Shop Drawing Review – limited to two (2) reviews. Review of substitutions would be performed as additional services.
- o Issuance of supplemental drawings and bulletins to technical questions related to base scope of work including response to Requests for Information.
- o Preparation of one (1) punch list for civil scope of work.
- o Review of As-Built Record Documents as provided by contractor.

Note: Based on 12- week duration of construction. Additional duration will be provided under a separate proposal amendment.

Construction Observation

- o Construction Observation services will be provided based on 1/2 day increments, once per week not including weekends and/or holidays. Daily construction logs and photographic documentation are included as part of construction observation services.
- o Services are based on one 4-hour day, per week plus one additional day every 2-weeks for critical items.
- o Attend initial startup and testing.
- o NYSDEC Permit Closeout - Coordination with the NYSDEC relative to notification of construction conclusion and facilitate permit closeout documents.

Note: Based on 12- week duration of construction. Additional duration will be provided under a separate proposal amendment.

Compensation

Reimbursable expenses remain as stated in our original Agreement.

Description	Fee
Construction Administration (CA)	\$45,000
Limited Construction Observation (CO)	\$30,000

We will begin our services following acceptance of this Amendment for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office.

Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Amendment will be implied and contractually binding.

IMEG Consultants Corp.



Michael DeGiglio | Michael.A.DeGiglio@imegcorp.com



Richard Zapolski | Richard.J.Zapolski@imegcorp.com

Accepted: City of Glen Cove, NY

Mayor Pamela D. Panzenbeck



ENGINEERING
EXCELLENCE
SINCE 1889

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

September 18, 2025

8F

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

Re: Construction Inspection Services for Pulaski Street Garage- 2nd level deck repair SW corner

Dear Mr. Yeosock

Pursuant to your request, below is our scope of work and estimated fee, to provide part time construction inspection services for the repair of the 2nd floor garage deck near the Southwest corner of the Pulaski Street Garage.

PART I – SCOPE OF WORK

Construction Inspection – LKB will provide part time inspection services during the construction of the deck repair. An LKB inspector will make periodic visits (approximately twice per week) to the site to track the progress of the job and the important work tasks/milestones which are anticipated to include: kick-off meeting, barrier and fencing placement, deck demolition, formwork, rebar installation, concrete placement, removal of forms, barriers and fences, final clean up, and punch list resolution. The LKB inspector will also assess the work completed and assist the City in reviewing contractor invoices. It is assumed that the project will be completed in 6 weeks once work begins.

PART II – FEE

The requested fee required to complete the above task is \$13,200. The hours and rates are shown in the attached staffing table.

If you are in agreement with this proposal, please provide us with a purchase order to proceed. We look forward to working with you on this and future projects.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Wayne T. Culver, P.E.

Project Manager

STAFFING TABLE
LOCKWOOD, KESSLER, AND BARTLETT, INC.
CONSTRUCTION INSPECTION - PULASKI GARAGE DECK REPAIR

JOB TITLE	1	TOTAL HOURS	AVERAGE HOURLY RATE	DIRECT TECHNICAL LABOR
Project Manager	4	4	\$78.00	\$312.00
Senior Inspector	80	80	\$68.00	\$5,440.00
Engineer	0	0	\$54.00	\$0.00
Associate Engineer	0	0	\$40.00	\$0.00
Senior CAD	0	0	\$40.00	\$0.00
TOTAL	84	84		\$5,752.00

PHASES

1 - Construction Inspection	DTL x 2.3	\$13,229.60
	USE	\$13,200.00

AGREEMENT

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

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove- Youth Services

Address: 128B Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-4600

Program: After 3

2. IDENTITY OF
INDEPENDENT
CONTRACTOR
IC"

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

Name: Concorde LLC

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

Address: 450 7th Ave, 804 New York, NY 10123

City/State/Zip: New York, NY 10123

Telephone: 845-598-0639

Social Security or Employer Identification Number: 83-0553811

License Number and Expiration Date, if any: _____

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work:
Anime Afterschool Program
4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: \$1,750.00
5. REIMBURSEMENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES All equipment, tools and materials needed to perform work will be supplied by the IC at IC's expense unless otherwise indicated.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES It shall be the IC's responsibility to pay all federal, state, and local income taxes, and payroll taxes of any kind shall not be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is legally responsible to pay IC's income taxes. IC further understands that if IC is not a corporation or limited liability company, IC may be liable for the payment of self-employment (social security) tax.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on 10/15/25
and shall terminate on 12/17/25
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after giving notice of intent to terminate without cause.
13. TERMINATION WITH CAUSE With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement.
B. Any act exposing the other party to liability to others for personal injury or property damage.
14. NON-WAIVER The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. DECLARATION BY INDEPENDENT CONTRACTOR IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. HOW NOTICES SHALL BE GIVEN Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the party at the party's address stated above. Any party may change its address by giving written notice of the change in accordance with this paragraph.
18. ASSIGNABILITY This agreement may not be assigned, in whole or in part, by IC without prior written approval by the Agency, which may be withheld in the Agency's sole discretion.
19. CHOICE OF LAW In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. ENTIRE AGREEMENT This is the entire agreement of the parties and can only be changed in writing signed by the parties.
21. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. INDEMNITY AND INSURANCE IC agrees to indemnify and hold harmless the Agency, its officers and employees, from all liabilities, claims, losses and damages resulting from the acts or omissions of the IC in the performance of IC's work. IC shall procure liability insurance for the term of this Agreement from companies licensed in the state of New York, naming the Agency as an additional insured and certificate holder protecting the Agency from any claims for property damage and personal injury, including death, which may arise from the acts or omissions of IC in the performance of IC's work. Said insurance shall be in the amount of no less than one million (\$1,000,000) dollars per occurrence. IC shall provide the Agency with a certificate of insurance prior to performing any work. All policies shall be subject to the Agency's approval as to adequacy.

AGENCY:

City of Glen Cove Youth Services
Agency Name

Signature

Mayor
Title

Date

INDEPENDENT CONTRACTOR

Elliot Schubin
Firm/Individual Name

Elliot Schubin
Signature

CEO
Title

9/17/25
Date



Elliot Schubin

450 7th Ave, Suite 804

New York, NY 10123

(845) 598-0639

Service Agreement

Bill to:

Carolina Guastella Di Maggio

City of Glen Cove Youth Bureau

128 B Glen Street, Glen Cove, NY 11542

(516) 319-9968

Agreement No.: 00054195

Name	Price	Number of Days	Project hours per day	Subtotal
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Anime	\$175.00	10	1	\$1,750.00
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Fall 2025

Maximum: 20 Students

Program Dates: 10/15, 10/20,

10/22, 10/29, 11/5, 11/12, 11/19,

12/3, 12/10, 12/17

Day: Wednesday

Time: 4:30 - 5:30pm

Grade Level: 3rd - 5th

Site Address: Connolly

Elementary, Comp Lane, Glen

Cove, NY, 11542

* School must have all suitable
equipment.

NYC Vendor License #: CON553811
info@concordeeducation.com
845-598-4488



Concorde, LLC
450 7th Ave, Suite 804
New York, NY 10123

8 J

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK A
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPE

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the (ii) the City of Glen Cove, having its principal offices at 9 Glen Street, Glen Cove, NY 11542 (the "City or Contractor").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the CITY will undertake a project for the purchase and procurement of materials and services to refurbish and repair of a foot/golfcart bridge and related items, all with a useful life of no less than five (5) years (the "Project"). The CITY represents and warrants that the project is a Type II action under 6 NYCRR Part 617, State Environmental Quality Review Act, Section 617.5, and as such does not require review by the NYS Department of Environmental Conservation.

Section 4. The County shall provide TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) ("Funds") to the CITY for the purchase of reasonable expenses in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the CITY for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually

("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if

required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.

- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the Effective Date.

CITY OF CLEN COVE

By _____ Date _____

Print Name: Pamela D. Panzenbeck

Title: Mayor

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE IN BLUE INK.

_____) ss:
COUNTY OF NASSAU)

NOTARY PUBLIC

)ss.:
 COUNTY OF NASSAU)

NOTARY PUBLIC

-6-

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in

Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

- e. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- l. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined

by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County

Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



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

BUDGET TRANSFER

8K

DEPARTMENT: Youth Bureau

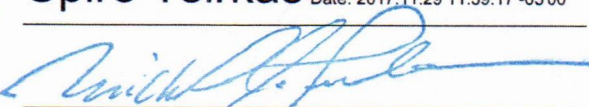
BUDGET

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7050-55436	Day Camp Expenses		\$12,150.67
A7050-55415	Bus Expense	\$12,150.67	

Reason for Transfer:

Re-allocate funds to cover bus transportation shortfall.

Department Head Signature: Spiro Tsirkas Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -05'00' Date: 9/17/25

City Controller Approval:  Date: 9/30/25

City Council Approval – Resolution Number: _____ Date: _____

8L

CURRENT: Constitution Article V: DEPARTMENT OFFICERS THEIR APPOINTMENT**Section 1A Ballots/Absentee Ballot – Department Election**

The ballots to be used for the election are to be furnished by the department and will be printed on or before December 1st. Absentee ballots shall be provided to the members who cannot attend the scheduled election. A request of an absentee ballot must be made in writing to the Chief, and received by the Chief's office on or before the day preceding the election by 5:00 PM. All ballots shall be mailed or hand delivered by the Department Secretary or any Department Officer designated by the Chief to the member so requesting the ballot. All ballots must be received in the Chief's office by 5:00 PM on the day of the Election. A member requesting an absentee ballot shall not be able to vote in person on the day of the Election. The envelopes containing the absentee ballots shall be delivered to the election committee before the start of the election. (Added 10/10/02, amended 03/16/17)

PROPOSAL: Constitution Article V: DEPARTMENT OFFICERS THEIR APPOINTMENT AND DUTIES**Section 1A Ballots/Absentee Ballot – Department Election**

The ballots to be used for the election are to be furnished by the department ~~and will be printed~~ on or before December 1st. Absentee ballots shall be provided to the members who cannot attend the scheduled election. A request of an absentee ballot must be made in writing to the Chief, and received by the Chief's office on or before the day preceding the election by 5:00 PM. All ballots shall be mailed or hand delivered by the Department Secretary or any Department Officer designated by the Chief to the member so requesting the ballot. All ballots must be received in the Chief's office by 5:00 PM on the day of the Election. A member requesting an absentee ballot shall not be able to vote in person on the day of the Election. The envelopes containing the absentee ballots shall be delivered to the election committee before the start of the election. (Added 10/10/02, amended 03/16/17)

Rationale:

- In the Constitution and the ByLaws, nowhere else does it define ballot as "printed". Removing this section to be consistent with the rest of the Constitution and the ByLaws.
- If the Department so chooses to move forward with electronic elections this change will enable the digital process to move forward, leaving the current absentee process the same, intact

8 S

BUTLER GYMNASIUM LICENSE AGREEMENT

BETWEEN

The City of Glen Cove, a New York Municipal Corporation

AS LICENSOR

AND

Next Level Sports Facility, LLC, a New York Limited Liability
Company

AS LICENSEE

LICENSE AGREEMENT

This agreement made 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 Next Level Sports Facility, LLC, a New York limited liability company with an office at 27 Cedar Swamp Road, Glen Cove, N.Y. 11542 (sometimes hereinafter referred to as "Licensee" or "Next Level").

The parties hereto agree that this License (and the documents referred to herein) constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understandings, written, oral or otherwise, between or among the parties with respect to the matters contained herein.

Licensed Premises

The Premises licensed to Next Level include the Butler Building (the "Building") and the parking lot to the rear of the Building which are known on the Nassau County Land and Tax Map as section 22, block 1, lot 156 (the "Premises" or "Licensed Premises").

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 shall commence the date this License Agreement is signed by the parties and shall end on April 30, 2038 (hereinafter referred to as the "Term"). The Licensee presently occupies the Premises under an extension of a Lease entered with the City on May 1, 2022, and expiring on April 30, 2028. This License Agreement shall supersede the Lease, and the Lease shall terminate upon the commencement of this License Agreement.

The City shall have the right to terminate this License at any time provided the City intends to utilize the Premises for the benefit of the health, safety and/or general welfare of the public. The change of City administrations shall not be a good faith basis for termination of this license. Notwithstanding the foregoing, the City may not exercise this termination right prior to May 1, 2028.

On the License Expiration Date (a) Licensee (and all other occupants) shall vacate and surrender the Premises, leaving them vacant, broom clean and in good order and condition, except for ordinary wear and tear and damage for which Licensee is not responsible under this License, and otherwise as may be required herein, and (b) Licensee shall remove all of Licensee's Property and any Licensee's Work required to be removed pursuant to this License. If the last day of the Term is not a business day, this License shall expire on the immediately preceding business day. Licensee waives, for itself and for any person claiming under Licensee, any right which Licensee or any such person may have under Section 2201 of the New York Civil Practice Law and Rules or under any similar laws.

If the Premises are not vacated and surrendered in accordance with this License (whether by Licensee or any occupant related to Licensee), on the date required by this License, Licensee shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements, whether in an action by or against Licensee or a third party, and including claims and liabilities of Landlord made by any succeeding Licensee(s) or other third party. In addition, Licensee shall be liable to Landlord for per diem use and occupancy in

respect of the Premises at a rate equal to 1½ times the License fee payable under this License for the last year of the Term (which Landlord and Licensee agree is the License fee contemplated by them as being fair and reasonable under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Licensee (and all other occupants) to remain in possession of the Premises after the Expiration Date.

Operations And Permitted Uses

Licensee, at its sole cost and expense, shall operate and maintain the Licensed Premises under authority of this License. Licensee shall have the right to use the Licensed Premises to conduct sporting, exercise, health, wellness, and recreational activities, including but not limited to instruction and participation in baseball, basketball, lacrosse, soccer and similar activities, as well as other athletic, fitness or health-related programs for children and adults. Licensee shall also have the right to conduct ancillary activities reasonably related to or supportive of the foregoing, including training, instruction, educations, events and related programming. Activities may take place seven days a week between the hours of 5:00 A.M. and 2:00 A.M.

Licensee shall have the use of the parking lot at the rear of the Building during operating hours only.

Licensee agrees that 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 shall provide adequate waste receptacles on and about the Licensed Premises.

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 safe operation of Licensee's use of the Premises, and put, keep, repair, preserve, and maintain in good order all equipment found on, placed in, installed in, or affixed to the Licensed Premises.

At the expiration or sooner termination of this License, Licensee shall return the Licensed Premises to the City in substantially the same condition as at the time this License Agreement commenced, including improvements thereafter made, reasonable wear and tear excepted.

License Fees

Payment of License Fees commences on the date the Term commences. The annual License Fee the first year shall be \$120,000.00 which sum may be paid monthly at the rate of \$10,000.00. License Fees 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 Fees and penalty are not paid.

Annual License Fees shall increase yearly at the rate of three percent (3%). Upon completion of the fifth year of the Term, annual License Fees shall commence at \$141,000.00 and increase at the rate of three percent (3%) per year thereafter. Upon completion of the tenth year of the Term, annual License Fees shall commence at \$165,000.00 and increase at the rate of three percent (3%) per year until the termination of the License on April 30, 2038. A schedule of License Fees payable over the Term is attached hereto as Schedule 'A.'

When the Term commences, Licensee shall pay the City \$20,000.00 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. Licensee shall have credit for any security the City is presently holding.

Renovations

As motivation for the City to extend Licensee's present License term, the Licensee agrees to perform the improvements and repairs to the Premises as set forth in Licensee's Project Proposal prepared by Foschi Construction Corp. and attached hereto as Exhibit 'B.'

The Licensee agrees that the aforesaid improvements and repairs shall be completed on or before March 1, 2026 (the "Completion Date"). Notwithstanding anything stated herein regarding the City's right to terminate this License, the Licensee's failure to substantially complete the improvements and repairs by the Completion Date shall be a default under the terms of this License Agreement for which the City may terminate this License and remove Licensee.

Licensee shall provide the City with paid invoices for the improvements and repairs made to the Building as they are completed. As set forth in its proposal to the City (Exhibit 'B'), Licensee intends to install improvements and make repairs throughout the Premises totaling approximately \$187,600.

If the City terminates this License Agreement other than for Licensee's default under the terms of this Agreement, the City shall, within ninety (90) days, return to Licensee an amortized amount of the net book value of the improvements and repairs to the Premises (not including the padding) as shown by the paid invoices supplied by Licensee as work is completed. The period of amortization shall be ten (10) years and shall commence May 1, 2026. Considering a \$187,600 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, in connection with any improvements and repairs to the License Premises. The City shall waive all building permit fees otherwise required to make the improvements contemplated by this Agreement.

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 Licensee or any sub-Licensee or suffer or permit any other lien to attach to them. If such a lien is filed against the Premises, Licensee shall cause said lien to be removed within thirty (30) days of filing by means of legal proceedings, bonding or otherwise satisfying the lienor. Licensee shall indemnify and hold the City harmless against any claims or damages resulting from the filing of any such lien against the Premises.

Improvements and Fixtures

Any improvements made to the Licensed Premises by Licensee, its agents, or employees, including those set forth in Exhibit B, excluding "Vinyl/Foam Padding," shall become the sole property of the City. Nothing contained in this paragraph shall affect the right of Licensee to remove, in accordance with this Agreement, all equipment used in conducting its operations.

Maintenance Required by Licensee

Licensee shall maintain, in good working order and repair, all heating, ventilating and air conditioning equipment, insulation, alarm systems, pipes, sewer lines, plumbing and electrical systems, and conduits within the Building. Licensee shall provide the necessary management and labor to continuously maintain the Building including all operating equipment, utility services and connections, and all other related services necessary to keep the Building in good, safe, sanitary condition, and repair throughout the Term of this Agreement, ordinary wear and tear excepted. If Licensee fails to so maintain the Premises, the City shall first provide Licensee

with written notice of such failure, and Licensee shall have thirty (30) days from receipt of such notice to cure the same; provided, however, that if such cure cannot reasonably be completed within thirty (30) days, Licensee shall not be in default so long as Licensee commences cure within such thirty (30) days and diligently prosecutes the same to completion within a reasonable period of time thereafter. Any such failure by Licensee shall be deemed an immaterial breach of this License and shall not constitute an event of default unless (i) Licensee fails to cure within the time periods set forth above, or (ii) Licensee receives written notice from the City of substantially the same failure on three (3) separate occasions during the Term. If the Building shall not be kept as required herein, the City may enter the Building (without this entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Licensee) to cure the default. Should this event occur, Licensee agrees to pay the City, in addition to the reserved License Fees, all reasonable costs and expenses incurred by the City in curing the default. Maintenance shall be at Licensee'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.

Licensee shall, at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Building clean and keep all exterior surfaces of the Building clean; (b) replace promptly any cracked or broken glass of the Building with glass of like color, grade, and quality; (c) maintain the Building in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests and shall arrange for extermination at regular intervals, not less frequently than monthly and more often as necessary; (d) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Building that are kept closed until removed; (e) deposit such garbage, trash, rubbish and refuse, on a daily basis, in receptacles provided or required by the carter engaged by Licensee pursuant to the terms of this License; (f) remove from the Premises all rubbish resulting from and/or remaining after any fire or other similar casualty in the Premises; (g) keep all mechanical apparatus and equipment free of vibration and noise which may be transmitted beyond the Premises; (h) keep in the Building and maintain in good working order one or more dry chemical fire extinguishers; (i) conduct its business at the Premises in a dignified manner in accordance with high standards of athletic training facility operation; and, (j) prevent any odors or any noise from transmitting beyond the Premises.

Utility Services

The City shall furnish the Licensed Premises with electricity and water, other than a fire suppression system, for the reasonable conduct of Licensee's operations. The City shall take all actions reasonably required, and shall reasonably cooperate with Licensee, to have all utility accounts serving the Licensed Premises placed in the name of the Licensee. Licensee shall pay all the utility bills to the utility companies directly. Failure to do so shall constitute a default under this Agreement.

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 Building.

Licensee shall make all repairs to the Licensed Premises, to its heating, ventilating and air conditioning equipment ("HVAC"), lighting equipment, including outdoor security lighting, 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. Licensee 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 shut due to Licensee's failure to fulfill its responsibilities to repair and maintain same, the City shall not abate payments of License Fees.

City Responsibilities

The City shall maintain the following in good working order and repair throughout the Term: the exterior and structural elements of the Building, including, but not limited to, the roof structures and supports, foundations, structural supports/walls and the Common Areas of the Licensed Premises. The City shall provide Licensee with at least sixty (60) days' prior written notice before commencing any alterations, remodeling, or repairs to the Building, except in the case of emergency repairs reasonably required to protect health, safety, or property.

In the event that the condition of the exterior or structural elements of the Building, including but not limited to the roof structures and supports, foundations, structural supports/walls, or the Common Areas of the Licensed Premises, materially impairs or interrupts Licensee's ability to utilize the Licensed Premises for the permitted and ancillary uses, then License Fees shall fully abate during the period of such impairment or interruption, until such time as the impairment is remedied and Licensee can reasonably resume its intended operations. If such interruption continues for more than one hundred twenty (120) consecutive days, Licensee shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the City, without penalty. For purposes of this Section, "material impairment or interruption" shall mean any condition of the Licensed Premises or Building that renders the Licensed Premises unsafe, inaccessible, or impractical for the conduct of the Licensee's permitted. Temporary, minor, or cosmetic conditions that do not materially interfere with Licensee's permitted use shall not constitute a material impairment or interruption.

Notwithstanding anything in this License to the contrary, the Licensee shall not undertake any alterations, remodeling, or repairs to the exterior and structural elements of the Building, including, but not limited to, the roof structures and supports, foundations, structural supports/walls and the Common Areas of the Licensed Premises."

Insurance Requirements

Licensee 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 Licensee, its agents, servants and employs and any other persons employed or engaged by Licensee during the Term of this Agreement.

Licensee 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.

Licensee shall maintain a limit of liability not less than \$500,000 each occurrence for Hired and Non-Owned Auto Liability. This requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Licensee shall maintain Commercial General Liability insurance 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 \$500,000 for 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. Any additional specific endorsements requested by the City shall be limited to those that are customary in commercial general liability insurance policies for similar facilities in New York and that are commercially available at standard premium rates.

Except for 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 on a primary, non-contributory basis 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 Licensee.

Licensee 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 Licensee 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 endorsement or voids coverage should Licensee enter into such an agreement on a pre-loss basis. Such waiver shall not apply to losses or damages arising out of or relating to the City's obligations to maintain and repair the roof, foundation, exterior walls, structural elements of the Building and common areas of the Licensed Premises, which obligations shall remain with the City.

It shall be the responsibility of Licensee to ensure that all subcontractors comply with the same insurance requirements referenced above. Licensee shall obtain certificates of insurance from such subcontractors evidencing compliance prior to commencement of their work.

All deductible amounts under insurance policies required to be maintained by Licensee pursuant to this Agreement shall be the responsibility of Licensee, but only to the extent the Licensee has liability.

Licensee 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.

Licensee 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.

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 Licensee, repair of the Premises shall be the responsibility of the City, and Licensee shall be entitled to a reasonable abatement of rental payments provided herein for the period of time from and after the date of 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.

Licensee shall keep its interest in the equipment and fixtures and other personal property located on the Premises, insured at its own expense against fire, extended coverage and other risks or casualty which it may choose on a replacement cost basis or on an actual cash value (depreciated value) basis, by policies issued by responsible insurance companies and in form acceptable to the City. All policies of insurance required to be carried by Licensee shall name the City as an additional insured on a primary non-contributory basis and 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 Licensee 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 on a primary non-contributory basis with a waiver of subrogation and 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.

Taxes on Real Estate

As owner of the Licensed Premises, the City shall be responsible for any real estate taxes imposed on the Premises by any authority including any improvements and alterations to the Premises made during the Term. Licensee shall be responsible for taxes, if any, levied on its personal property and equipment located at the Premises.

Licenses and Permit Fees

The cost of necessary licenses and permits relating to the Premises and Licensee's operations shall be paid by Licensee. In the event Licensee 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

Licensee 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.

Licensee may license advertising space within the Building for any signage to be utilized for such advertising provided that such signage complies with applicable laws and does not advertise or promote businesses or services involving obscene or pornographic materials, adult entertainment, gambling or gaming activities, the sale of illegal substances, or any other activity prohibited by law.

Assignment and Sublicense

Licensee shall not assign this License Agreement and its rights, in whole or in part, or sublicense the Licensed Premises in its entirety or any part, without the prior written consent of the City Council which consent may be withheld for any reason. Licensee shall present to the City Council for its approval any agreement for assignment or sublicense 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 financial means acceptable to the City. 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.

Licensee shall not transfer or cause to be transferred to any other person or entity, any ownership interest, or part thereof, in the Licensee corporation without the prior written consent of the City Council which consent shall not be unreasonably withheld. Present members of the company are Dominick Gatti and Peter Cappiello, Jr.

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 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 be cause for immediate termination of this License Agreement.

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 License Fees or utilities.** If Licensee fails to pay the License Fees 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 Licensee.

2) **Violation of covenant by Licensee.** If Licensee breaches or fails to comply with any covenants of this License or any applicable federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises, and such breach continues after receipt in writing from the City specifying the nature of such breach and demanding Licensee remedy the same, Licensee shall have thirty (30) days from receipt of such notice to cure such breach, provided, however, that if such breach cannot reasonably be cured within such thirty (30) day period, then Licensee shall not be in default hereunder so long as Licensee commences such cure within said thirty (30) days and thereafter diligently prosecutes the cure to completion within a reasonable time.

3) **Insolvency of Licensee.** Licensee 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 Licensee, 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 Licensee 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 Licensee or any of its property pursuant to which the 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 Licensee 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, Licensee shall remain liable for damages pursuant to the provisions of this license.

4) **Abandonment by Licensee.** If Licensee 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, however, that (i) temporary vacancies during periods of repair, renovation, casualty restoration, force majeure events, seasonal closures, or other circumstances beyond Licensee's reasonable control shall not constitute abandonment; (ii) payment of License Fees during any such period of vacancy shall conclusively establish that Licensee has not abandoned the Licensed Premises; and (iii) the City shall not unreasonably withhold or delay its consent to periods of vacancy reasonably necessary for the operation of Licensee's business.

5) **Transfer of interest.** If Licensee shall transfer ownership of Next Level Sports Facility, Corp. to any person, company or entity, in whole or in part, or change present ownership or ownership shares without the prior written consent of the City. Consent shall not

be unreasonably withheld, conditioned, or delayed provided the proposed transferee is of sound financial standing and can perform Licensee's obligations under this License.

6) **Assignment or Sublicense.** If Licensee assigns or sublicenses all or any part of the Licensed Premises without prior written approval from the City.

Termination

Should Licensee breach or fail to comply with any of the covenants of this License Agreement or with any applicable federal, state or local law, rule, regulation or order affecting the Licensed Premises, the City may, by written notice, demand that Licensee remedy such breach or comply with such provision, law, rule, regulation or order. Licensee shall have thirty (30) days from receipt of such notice to cure, provided that if such breach cannot reasonably be cured within thirty (30) days, Licensee shall not be in default hereunder so long as it commences cure within such period and diligently prosecutes the cure to completion within a reasonable time. If Licensee commits a second or repeated breach of the same provision within a twelve (12) month period, and such breach materially impairs the City's rights or interests under this Agreement, the City may, after providing written notice and a reasonable opportunity to cure elect to terminate this License.

Notwithstanding anything herein to the contrary, Licensee 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, Licensee shall vacate and surrender the Licensed Premises in accordance with the provisions of this License Agreement.

Repossession by Licensors as Remedy

Upon the lawful termination of Licensee's right to possession of the Licensed Premises, Licensee shall promptly surrender possession of the Licensed Premises in accordance with this Agreement. In the event Licensee fails to surrender possession, the City may repossess the Licensed Premises through lawful process and in accordance with applicable law, and Licensee shall not be deemed a trespasser solely by virtue of holding over pending judicial determination of the City's right to possession. .

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 and equity 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 Licensee 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 of Licensee 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 Licensee, and the City shall not be responsible for the value, preservation, or safekeeping of it. Licensee shall pay 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

Licensee 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 condition and in good repair, and 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 operators or other users for the Premises.

No Waiver of Default

The acceptance of License Fees by the City after it falls due, whether in a single instance or repeatedly, or after learning of any breach of this Agreement by Licensee, 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 Licensee to pay the License Fees 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 Licensee's right to possession of the Premises. The City may collect and receive any License Fees due from Licensee, 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.

The acceptance of any License Fees paid by Licensee 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 Agreement, it shall be necessary or desirable for Licensee 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 License Agreement it shall be necessary or desirable for the City to give to or serve upon Licensee 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: Next Level Sports Facility, LLC, 27 Cedar Swamp Road, Glen Cove NY 11542, Attn: Dominick Gatti, Peter Cappiello, Jr.

Force Majeure

The performance of all covenants contained herein (except for the payment of License Fees which shall be paid as and when provided in this License) 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 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 Licensee (each, a "Force Majeure Event").

No Joint Venture

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

Risks

Licensee shall assume all risks incident to its business to be conducted under this License Agreement and shall be responsible for damages or injuries of whatever nature or kind to persons or property to the extent caused by the acts or omissions of Licensee, its agents, employees, or contractors in connection with Licensee's operations at the Licensed Premises. Licensee shall indemnify, defend and hold harmless the City, its officers, authorized agents and representatives, from and against any and all claims, suits, losses, damages, liabilities, penalties, or expenses (including reasonable attorneys' fees) to the extent arising out of the negligence, willful misconduct, or breach of this Agreement by Licensee, its agents, employees, or contractors and for violation of any law, ordinance or regulation involving Licensee'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 Licensee, its agents or employees inclusive of reasonable attorneys' fees.

Definition of "Persons."

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

Nonliability of Licensors to Licensee In Operations

The City shall not be liable to Licensee 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 Licensee'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.

Waiver of Trial by Jury

In the interest of obtaining a speedier and less costly hearing of any dispute, the City and Licensee 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 Licensed Premises, the Building, Licensee's use or occupancy of the Premises, any claim of injury or damage and/or for the enforcement of any remedy under any applicable law. Although such jury waiver is intended to be self-operative and irrevocable, the City and Licensee 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 License Fees, Licensee agrees not to interpose any counterclaim of any nature whatsoever in any such proceeding.

Late Charges

, If any monthly installment of the License Fee is not paid within ten (10) days after the date due, Licensee shall pay to the City a late charge equal to five percent (5%) of the overdue installment for each month (or portion thereof) that such installment remains unpaid, 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, Licensee shall be in default under this Agreement if any or all payments required to be made by Licensee 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 curing such default by Licensee. 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 fees. The intention of the parties is to conform

strictly to the usury laws, and whenever any provision herein provides for payment by Licensee 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

Licensee 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 Licensee under or arising out of this Agreement.

Licensee and the City irrevocably: (i) submit 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 the parties to this License Agreement and may be enforced in any court to which the parties are jurisdictionally subject by a proceeding to enforce such judgment.

Licensee hereby consents to process being served in any suit, action or proceeding of the nature referred herein by (a) serving process on Licensee at the Premises or (b) serving process upon a designated agent of Licensee. 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, Licensee 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. Licensee further agrees that this article will be incorporated by Licensee 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, Licensee and its contractors, concessionaires and sub-licensees will furnish reports and information as reasonably requested by the Mayor.

Licensee 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. Licensee 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. Licensee will, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, 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 non-prevailing 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 October 14, 2025. The execution of this Agreement on behalf of Licensee by a resolution of its members at a duly called meeting at which a quorum was present and assented to its passage. Certified copies of said resolution are attached hereto as Exhibit D.

CONTINUED ON NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the parties have caused this instrument to be signed the date and year first written above.

Next Level Sports Facility, LLC

_____ Dated: _____

_____ Dated: _____

CITY OF GLEN COVE

_____ Dated: _____
Pamela D. Panzenbeck, Mayor

APPROVED FOR SIGNATURE

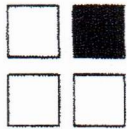
Tip Henderson, City Attorney

SCHEDULE A

1. FOR THE FIRST YEAR of the License the sum of \$120,000.00, payable in monthly installments of \$10,000.00;
2. FOR THE SECOND YEAR of the License the sum of \$123,600.00, payable in monthly installments of \$10,300.00;
3. FOR THE THIRD YEAR of the License the sum of \$127,308.00, payable in monthly installments of \$10,609.00;
4. FOR THE FOURTH YEAR of the License the sum of \$131,127.24, payable in monthly installments of \$10,927.27;
5. FOR THE FIFTH YEAR of the License the sum of \$135,061.06, payable in monthly installments of \$11,255.09;
6. FOR THE SIXTH YEAR of the License the sum of \$141,000.00, payable in monthly installments of \$11,750.00;
7. FOR THE SEVENTH YEAR of the License the sum of \$145,230.00, payable in monthly installments of \$12,102.50;
8. FOR THE EIGHTH YEAR of the License the sum of \$149,586.90, payable in monthly installments of \$12,465.57;
9. FOR THE NINTH YEAR of the License the sum of \$154,074.51, payable in monthly installments of \$12,839.54;
10. FOR THE TENTH YEAR of the License the sum of \$158,696.75, payable in monthly installments of \$13,224.73;
11. FOR THE ELEVENTH YEAR of the License the sum of \$165,000.00, payable in monthly installments of \$13,750.00;
12. FOR THE TWELFTH YEAR of the License the sum of \$169,950.00, payable in monthly installments of \$14,162.50; and
13. FOR THE THIRTEENTH YEAR of the License the sum of \$175,048.50, payable in monthly installments of \$14,587.37.

EXHIBIT B

Licensee's Project Proposal
Prepared by FOSCHI CONSTRUCTION CORP.



Foschi
Construction Corp.

General Contractors ■ Construction Managers

954 Cedar Swamp Road
Glen Head, New York 11545

www.FoschiConstruction.com

Project Proposal

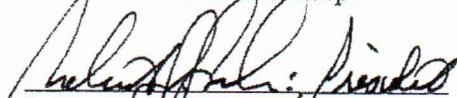
August 10, 2025

Cove Sports Academy
27 Cedar Swamp Road
Glen Cove, NY 11542
Att.: Peter Cappiello

Re: Deferred Maintenance Line Items of Work & Their Costs

Work Activity	Cost
Remove all damaged loose insulation, Install Closed Cell, spray foam insulation onto all exterior walls (R=21), and spray paint hardened foam.	\$72,000
Repair the Existing Chain Link Fencing @ the Mezzanine	\$2,500
Supply & Install new Vinyl/Foam Padding onto all walls to 6 feet	\$27,500
Replace South/East 12.5 Ton HVAC Unit & install a new sheet metal duct. This duct will be protected by a steel mesh enclosure.	\$79,500
Replace Existing Aluminum & Glass Entrance Doors (2 Pairs)	\$11,000
Replace Existing Hollow Metal Rear Exit Doors (1 Pair)	\$4,500
Service existing Hot Water Heater for proper operation	\$600
Professionally clean the existing sanitary waste lines	\$750
Install new, exterior security lighting (10 new LED Wall Packs). Lights to be controlled by new Photocell.	\$9,000
Install protection from balls for security/fire alarm systems	\$2,000
Install protection from balls for existing fire sprinkler systems heads	\$4,000
Remove & replace consolidated concrete slab at main entrance (72SF)	\$1,750
Total	\$215,100

Respectfully submitted,
Foschi Construction Corp.


Robert J. Foschi, P.E., President

SCHEDULE C

Total Expended	\$187,600
Amortization Period	10 years
Amortization amount/yr.	\$18,760.00

Capital Improvement:	Basis	NBV
	\$187,600	
Year 1	(\$18,760)	\$168,840
Year 2	(\$18,760)	\$150,080
Year 3	(\$18,760)	\$131,320
Year 4	(\$18,760)	\$112,560
Year 5	(\$18,760)	\$93,800
Year 6	(\$18,760)	\$75,040
Year 7	(\$18,760)	\$56,280
Year 8	(\$18,760)	\$37,520
Year 9	(\$18,760)	\$18,760
Year 10	(\$18,760)	\$0.00

EXHIBIT D

LICENSEE'S RESOLUTION APPROVING LICENSE