

**E-20-16****Contract Details**SERVICE: County Impound & Towing **R20**NIFS ID #CLPD150000 **22**NIFS Entry Date **9/18/15**Term: **FROM: 9-01-15 TO: 1-15-16**

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address  265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [REDACTED]  Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough <a href="mailto:Gmcgrath-gough@pdcn.org">Gmcgrath-gough@pdcn.org</a>
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	NIFS Approval (Contractor Registered)			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/1/15	County Attorney	CA RE & Insurance Verification	10/1/15		
10/2/15	County Attorney	CA Approval as to form	10/2/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
11/8/16	County Executive	Notarization Filed with Clerk of the Leg.	11/8/16		

RECEIVED  
CLERK OF THE LEGISLATURE  
MASSACHUSETTS  
JAN - 8 - 2016  
P 3:25

## Contract Summary

<b>Description:</b> County Impound and Towing
<b>Purpose:</b> To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
<b>Method of Procurement:</b> Formal Sealed Bidding Process
<b>Procurement History:</b> procured through bid #9899-05269-038 dated 5/14/09
<b>Description of General Provisions:</b> Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
<b>Impact on Funding / Price Analysis:</b> Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:  <div style="display: flex; justify-content: space-between;"> <div>Zone 3</div> <div>\$7,250.00 per annum</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Zone 6</div> <div>\$32,900.00 per annum</div> </div> <p>Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.</p>
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

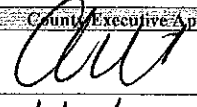
FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 5,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$5,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 5,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 5,000</b>

Document Prepared By: Gail McGrath-Gough

Administrative Assistant

Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/8/16
Date	Date	(For Office Use Only)
		E #:

E-20-16

RULES RESOLUTION NO. 20 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE  
AUTO AND TOWING

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-25-16  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with North Shore Auto and Towing for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with North Shore Auto and Towing

#### AMENDMENT NO. 4

AMENDMENT, dated as of August 19, 2015 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000008 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of September 1, 2015 through January 15, 2016; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.


2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

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

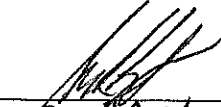
4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

Aug. 26. 2015.  
  
**CHULYOUNG KIM**  
**Notary Public, State of New York**  
**No. 01KI6151172**  
**Qualified in Nassau County**  
**Commission Expires Aug 14, 2018**

**North Shore Auto & Towing**

By:   
Name: Scott Bulteeman  
Title: Pres  
Date: 8-26-15

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**PLEASE EXECUTE IN BLUE INK**

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 26<sup>th</sup> day of August in the year 2015 before me personally came Scott R. Barta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Pres. of N.S. Auto-Taxing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]  
NOTARY PUBLIC

**CHULYOUNG KIM**  
Notary Public, State of New York  
No. 01KI6151172  
Qualified in Nassau County  
Commission Expires Aug 14, 2018

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 10<sup>th</sup> day of August in the year 2015 before me personally came [Signature] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]  
NOTARY PUBLIC

**CHULYOUNG KIM**  
Notary Public, State of New York  
No. 01KI6151172  
Qualified in Nassau County  
Commission Expires Aug 14, 2018

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** North Shore Auto and Towing

**CONTRACTOR ADDRESS:** 265 East Shore Road  
Manhasset, New York 11030

**FEDERAL TAX ID #:** 11-2922018

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, COPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.



**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2015

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

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

PRODUCER National Insurance Brokerage of New York, Inc. 175 Oval Drive  Islandia NY 11749	CONTACT NAME: Patricia Hanley PHONE (A/C, No, Ext): (631) 273-4242 FAX (A/C, No): (631) 273-8990 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Merchants Mutual Insurance Co INSURER B: Republic Franklin Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED North Shore Auto & Towing Inc 265 East Shore Road  Manhasset NY 11030-2923	NAIC # [REDACTED] [REDACTED]

## COVERAGES

CERTIFICATE NUMBER: CL1532417463

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		[REDACTED]	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Mechanics Professional \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$575,000 Direct Primary w/ \$500 Deductible			
	OTHER:					
A	AUTOMOBILE LIABILITY					
	ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		[REDACTED] On Hook Coverage \$50,000	12/27/2014	12/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	[REDACTED]	5/1/2015	5/1/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The Certificate Holder is included as additional insured A.T.I.M.A with respect to General Liability as required by written contract/written agreement per the policy terms, conditions and exclusions. 15 days notice provided for cancellation due to non-payment of premium and 30 days for any other reason.

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau and  
Nassau County Police Department  
Attn: John Barry  
1490 Franklin Avenue  
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Frank Cormio/PATTY

© 1988-2014 ACORD CORPORATION. All rights reserved.

Capitol Indemnity Corporation  
1600 Aspen Commons, Middleton, WI 53562

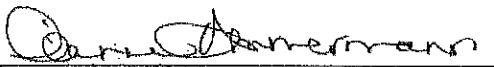
## CONTINUATION CERTIFICATE

Capitol Indemnity Corporation (hereinafter called the Company) hereby continues in force its Bond No. 60099983 in the sum of Thirteen Thousand Four Hundred & No/100 Dollars (\$13,400.00), on behalf of North Shore Auto & Towing, Inc., 265 East Shore Rd, Manhasset, NY 11030-2902, in favor of Nassau County, 1550 Franklin Ave, Mineola, NY 11501 for the (extended) term beginning on the 1st day of September, 2015 and ending on the 15th day of January, 2016, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of Thirteen Thousand Four Hundred & No/100 Dollars (\$13,400.00).

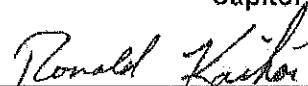
IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this 25th of August, 2015.

Attest



Dianne Ammermann  
Account Specialist

By:



(Seal)

Capitol Indemnity Corporation

Ronald Kaihoi, Attorney-in-fact (Title)

Agent:  
ACORA Surety & Insurance Services, LLC  
PO Box 506  
Montevideo, MN 56265  
Ph: 320-269-8546

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

Bond No. 60099983  
60108909

KNOW ALL MEN BY THESE PRESENTS, that CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal office in the County of Dane, State of Wisconsin, do hereby make and cause to be made:

JACK ANDERSON; RONALD KATHOI

its true and lawful Attorney, to execute, seal and deliver, and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of every description, provided that no bond, contract, or contract of any description entered under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and assigned and sealed by the said, under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002:

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authority, to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other written obligations in the nature thereof, one or more resident or non-resident, assistant secretaries and attorneys-in-fact, each appointee to have the powers and duties usual to such officer of the business of the company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate or other document by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding on the Company, and any such power to execute and certify by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, rescinded or withdrawn, without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all contracts, estimates of cost and percentages, and all final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and Commissioner shall not release this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes making the necessary arrangements to give notice of such instrument to the Commissioner of the Department of Highways of the Commonwealth of Kentucky at least 100 days prior to the modification or completion.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to hereunto be affixed, this 8th day of August, 2015.

Attest:

*Richard W. Hill*

Richard W. Hill  
President  
Surety & Fidelity Operations



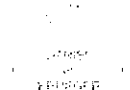
CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN  
COUNTY OF DANE

On the 8th day of August, 2015, before me personally came Stephen J. Sills, known to me, who being by me duly sworn, did depose and say: that he resides in the County of New York, that, on or about, that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the foregoing instrument, and he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Expires Permanent

STATE OF WISCONSIN  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected and sworn, do hereby certify that the foregoing instrument of CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, AND HEREBY CERTIFY that the foregoing instrument of Attorney remains in full force and has not been revoked and that the same, that the instrument is the lawful instrument of the said corporation, and that the instrument is now in force.

Signed and sealed at the City of Madison, State of Wisconsin, this 25th day of August, 2015.

SEAL

*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS INSTRUMENT OF ATTORNEY HAS BEEN PROVIDED WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS OR CONCERNS, THE NUMBER OF THIS DOCUMENT IS: 600475-1150. (C) 2015 CAPITOL INDEMNITY CORPORATION

# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

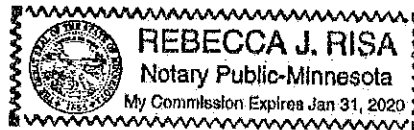
}

On this 25th day of August, 2015, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

*Rebecca J. Risa*

NOTARY PUBLIC

My Commission Expires 1/31/2020



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE  
DISABILITY BENEFITS LAW  
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:  
-If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.  
-If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

**WORKERS' COMPENSATION BOARD OFFICES**

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157  
Binghamton, 13901 - State Office Bldg. - 44 Hawley St. - (866) 802-3804  
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373  
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645  
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354  
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
New York, 10027 - 215 W. 125th St. - Manhattan - (800) 877-1373  
Peekskill, 10566 - 41 North Division St. - (866) 746-0552  
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373  
Rochester, 14614 - 130 Main Street West - (866) 211-0644  
Syracuse, 13203 935 James St. - (866) 802-3730

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).  
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

**Name, Address and Phone No. of DB Insurance Carrier**

Guardian Life Insurance Company of America  
7 Hanover Square, New York NY 10004  
800-268-2525

Effective: From 08/01/1988 To 03/31/2016  
(En Vigor Desde) (Hasta)

Policy No. 933  
(Poliza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y  
SERVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

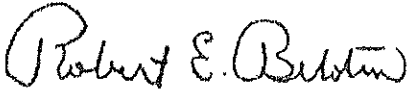
DB-120 (1-11)

Prescribed by Chair  
Workers' Compensation Board  
State of New York

ESTADO DE NUEVA YORK  
JUNTA DE COMPENSACION OBRERA

AVESO DE CUMPLIMIENTO  
LEY DE BENEFICIOS POR  
INCAPACIDAD LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:  
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombreda abajo.  
-Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la Forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario a la compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete días, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.



ROBERT E. BELOTEN  
CHAIR/PRESIDENTE

[www.wcb.state.ny.us](http://www.wcb.state.ny.us)

The benefits provided are (Los beneficios provistos son)

☒ Statutory

☐ Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados)

Name of employer (Nombre del Patron)

NORTH SHORE AUTO & TOWING, INC

By: The Guardian Life Insurance Company of America

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND  
ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

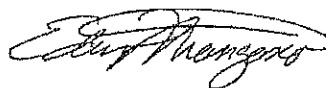
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: NORTH SHORE AUTO TOWING  
Address: 265 EAST SHORE ROAD  
City, State and Zip Code: MANHASSET. NY 11030
2. Entity's Vendor Identification Number: 112922018
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SCOTT B. BALTERMAN [REDACTED]

LESLIE BALTERMAN [REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE





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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6-17-16

Signed: 

Print Name: Sharon Rabinovitch

Title: Pres.

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**Contract Details**SERVICE: County Impound & TowingNIFS ID #CLPD150000 2NIFS Entry Date 5/4/15Term: **FROM:** 5-01-15 **TO:** 8-31-15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: <del>XXXXXXXXXX</del> Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>		
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
7/16/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>		
7/13/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>		
7/1/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		

## Contract Summary

<b>Description:</b> County Impound and Towing
<b>Purpose:</b> To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
<b>Method of Procurement:</b> Formal Sealed Bidding Process
<b>Procurement History:</b> procured through bid #9899-05269-038 dated 5/14/09
<b>Description of General Provisions:</b> Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
<b>Impact on Funding / Price Analysis:</b> Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:  <div style="display: flex; justify-content: space-between;"> <div>Zone 3</div> <div>\$7,250.00 per annum</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Zone 6</div> <div>\$32,900.00 per annum</div> </div> <p>Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.</p>
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 5,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$5,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDHI143/DE500	\$ 5,000
2		\$
3		\$
4	<i>G. McGrath - 7/13/15</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 5,000</b>

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>7/13/15</i>
Date <i>8/7/15</i>	Date <i>8/6/15</i>	(For Office Use Only)
		E #:



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** North Shore Auto and Towing

**CONTRACTOR ADDRESS:** 265 East Shore Road  
Manhasset, New York 11030

**FEDERAL TAX ID #:** 11-2922018

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_. [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, COPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.



**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

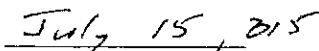
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

NORTH STORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

X

[REDACTED]  
[REDACTED]  
[REDACTED]

X

LESLIE BALTERMAN

[REDACTED]  
[REDACTED]  
[REDACTED]

### AMENDMENT NO. 3

AMENDMENT, dated as of April 30, 2015 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000008 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from May 1, 2015 through August 31, 2015; and


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

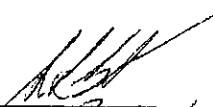
1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.
3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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


08/03/15

North Shore Auto & Towing

  
WOOCHUL KIM  
Notary Public, State of New York  
No. 01K16232939  
Qualified in Nassau County  
Commission Expires Dec 20, 2018

By:   
Name: SCOTT R. BERKMAN  
Title: DAE1  
Date: 8-3-15

NASSAU COUNTY

By:   
Name: Charles Richard  
Title: Deputy County Executive  
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 3<sup>rd</sup> day of August in the year 2015 before me personally came Scott R Balkman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Pres of Northeastern Auto-Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Wook Kim  
NOTARY PUBLIC

WOOCHUL KIM  
Notary Public, State of New York  
No. 01K16232939  
Qualified in Nassau County  
Commission Expires Dec 20, 2018

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 17 day of August in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

\_\_\_\_\_  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01P4050028  
Qualified in Nassau County  
Commission Expires April 02, 2016

NORTH SHORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

\*

[REDACTED]

\*

LESLIE BALTERMAN

[REDACTED]

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

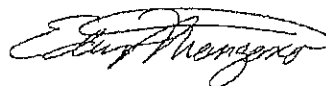
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



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EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: NORTH SHORE AUTO TOWING  
Address: 265 EAST SHORE ROAD  
City, State and Zip Code: MANHASSET, NY 11030
2. Entity's Vendor Identification Number: 112922018
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SCOTT B. BALTERMAN

LESLIE BALTERMAN

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6-17-15

Signed: [Signature]

Print Name: Sharon R. Rasmussen

Title: Pres.

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

#2

## Contract Details

SERVICE: County Impound & TowingNIFS ID #CLPD100000 14NIFS Entry Date 8/28/14

Term: FROM: 5-01-14 TO: 4-30-15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address  265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [REDACTED]
	Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough <a href="mailto:Gmcgrath-gough@pdcn.org">Gmcgrath-gough@pdcn.org</a>
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
10/9/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
10/5/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
10/7/14	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	9/3 10/3/14
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>[Signature]</i>	

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road  
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, COPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

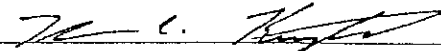
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

9/24/14  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## AMENDMENT NO. 2

AMENDMENT, dated as of March 31, 2014 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD10000008 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through April 30, 2015; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.
3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.



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

North Shore Auto & Towing

By: [Signature]  
Name: SETH R. BALTOCKMAN  
Title: PRESIDENT  
Date: APRIL 3, 2014

NASSAU COUNTY

By: [Signature]  
Name: RICHARD R. WALKER  
Title: Deputy County Executive  
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 3rd day of APR in the year 2014 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Woochul Kim  
NOTARY PUBLIC

WOOCHUL KIM  
Notary Public, State of New York  
No. 01K16232939  
Qualified in Nassau County  
Commission Expires Dec 20, 2014

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 5 day of November in the year 2014 before me personally came Richard R. Wacker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE2258028  
Qualified in Nassau County  
Commission Expires April 02, 2016

## Contract Details

SERVICE: County Impound & TowingNIFS ID # CLPD1300001 0NIFS Entry Date 4/20/13Term: FROM: 5-1-13 TO: 4-30-14

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: srb60@aol.com  Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough <a href="mailto:Gmcgrath-gough@pdcn.org">Gmcgrath-gough@pdcn.org</a>
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/>	<i>[Signature]</i>	

13 MAY 30 PM 3:05

PERSONNEL &amp; TRAINING

## Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 - \$7,250.00 per annum Zone 6 - \$ 32,900.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ .01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ .01
2		\$
3		\$
4		\$
5	<i>[Signature]</i> 4/30/13	\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>5/29/13</i>
Date <i>5-28-13</i>	Date <i>5/21/13</i>	(For Office Use Only)
		E #:

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: North Shore Auto & Towing

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, NY 11030

FEDERAL TAX ID #: 112922018

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, COPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-a, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

4-24-13  
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number COPD10000008 01 between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through April 30, 2014; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.
2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.
3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.
4. Services. All services shall remain the same as in the original agreement provided.
5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.



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

North Shore Auto & Towing

By: [Signature]  
Name: S. Lindy Baltimore  
Title: Pres.  
Date: Feb. 13, 2013

NASSAU COUNTY

By: [Signature]  
Name: Richard Robinson Walker  
Title: Deputy County Executive  
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

(COUNTY OF NASSAU)

On the 13 day of February in the year 2013 before me personally came Sunil Kumar to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau-Kim Auto. Term, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC


WOCHUL KIM  
Notary Public, State of New York  
No. 01K16232939  
Qualified in Nassau County  
Commission Expires Dec 20, 2014

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 29 day of May in the year 2013 before me personally came Richard Reinken to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6270632  
EXPIRES 7/23/2015

Contract ID#: COPD 10-000008

**E-69-10**  
Department: Police

## Contract Details

SERVICE: County Impound and Towing

NIFS ID #: COPD10000008NIFS Entry Date 4/15/10Term: from 05/01/10 to 04/30/13

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# <u>112922018</u>
Address 265 East Shore Road Manhasset, New York	Contact Person Randy Balterman Phone 516-482-2500

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Reg. Approval Required
	Department	NIFS Entry (Dept. Head) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/11/10	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/13/10	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/25	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	6/10/10	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	5/17/10	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/13/10	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/10/10	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> County Impound and Towing
<b>Purpose:</b> To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.
<b>Method of Procurement:</b>  Open bidding process.
<b>Procurement History:</b>  Procured through bid #9899-05269-038 dated 05/14/09
<b>Description of General Provisions:</b>  Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.  It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter
<b>Impact on Funding / Price Analysis:</b>  Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 - \$ 7,250 per annum Zone 6 - \$32,900 per annum  Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, \$10,000 is being encumbered for this purpose.  Change in Contract from Prior Procurement: N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDPH10
Resp:	1143
Object: DE	500
Transaction:	163

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	\$
County	\$ 10,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 10,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 10,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 10,000</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kim Kramer and Jane Svenelid

04/15/10

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is presently in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name: <i>[Signature]</i>		Name: <i>[Signature]</i>		Date: <i>9/8/10</i>	
Date: <i>9/2/10</i>		Date: <i>8/31/10</i>		E #:	



E.69.60

RULES RESOLUTION NO. <sup>95</sup> - 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF  
NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH  
SHORE AUTO & TOWING, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-12-10  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a  
personal services agreement with North Shore Auto & Towing, Inc., for towing and  
impound related services, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature  
authorizes the County Executive to execute the said agreement with North Shore Auto &  
Towing, Inc..

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FAML4010 V4.2  
LINK TO:

NIPS PRODUCTION SYSTEM  
DOCUMENT HEADER

04/15/2010  
2:53 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL  
ENTERED BY : SVENELID, JANE 37160  
DOCUMENT NUMBER : CQPD10000008 INITIATING DEPT : PD  
INPUT PERIOD (MM YYYY) : 04 2010 APRIL  
VENDOR NUMBER / SUFFIX : 112922018 01 APPROVAL TYPE : 01  
VENDOR NAME : NORTH SHORE AUTO & TOWING INC.  
VENDOR ADDRESS : 265 EAST SHORE RD

COUNTRY : MANHASSET NY 11030  
ALPHA VENDOR : USA  
BANK NUMBER : NORTH SHORE AUTO & TOWING  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : SINGLE CHECK :  
NUMBER OF LINES : 10,000.00 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS :  
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : Y

F1-HELP F2-SELECT  
F7-VIEW DOC F8-SUBMIT

F3-DELETE F4-PRIOR  
F9-LINK F10-SAVE

F5-NEXT

F6-DTL ENTRY  
F12-ADL FCTNS

PAB  
1610

F4-PR  
F12-ADL FCTNS  
000

DOCUMENT : CQPD10000008 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

-----  
TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE  
DOCUMENT REF :  
TRANS DESC. : TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS  
TRANS AMOUNT : 10,000.00  
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING  
SUBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT  
F7-VIEW DOC F9-LINK F10-SAVE  
G008 - NEXT RECORD DISPLAYED

ENCUMBRANCE

ATTACHED TO : DOCUMENT NUMBER : CQPD10000008  
PAGE : 01 OF 01

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NORTH SHORE TOW  
TOWING AND STORAGE  
PDPDH1143 DE500  
\$10,000

F1-HELP  
F7-PRIOR PG F8-NEXT PG  
G001 - RECORD SAVED

F3-COPY

F4-AUDIT  
F10-SAVE

F5-INS LINE F6-INS PAGE  
F11-DEL LINE F12-DEL PAGE

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: NORTH SHORE AUTO & TOWING,

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, New York 11030

FEDERAL TAX ID #: 112922018

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☑ The contract was awarded to the **HIGHEST**, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.], \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

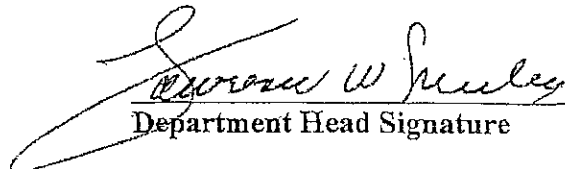
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

---

# NORTH SHORE AUTO & TOWING INC.

April 15, 2010

Disclosure Statement

The principals of the above corporation are as follows:

Scott R. Balterman & Leslie Balterman

[REDACTED]

We have been registered with the Nassau County Website.

265 EAST SHORE ROAD  
MANHASSET, NY 11030  
PHONE: (516)482-2500  
FAX: (516)482-4160

NYS INSPECTION STATION  
AAA/ALLSTATE/GEICO APPROVED  
OFFICIAL IMPOUND GARAGE  
24 HOUR TOWING SERVICE  
COLLISION/MECHANICAL REPAIRS

---

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) NORTH SHORE AUTO & TOWING, a corporation formed pursuant to the laws of the State of New York having its principal office at 265 East Shore Road, Manhasset, New York 11030 (hereinafter referred to as "CONTRACTOR").

### WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and



WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, CONTRACTOR desires to perform the services described in this Agreement.

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

1. (a) Term. This Agreement shall commence on May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 3 and 6 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

#### **IMPOUND RATES**

##### **I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:**

1. TOWING RATE	\$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	\$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	\$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	\$25.00 per day
5. BRAKE TEST	\$40.00

##### **II. COMMERCIAL VEHICLES:**

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	\$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	\$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	\$15.00 per day
B. AFTER SEVEN (7) DAYS	\$20.00 per day

- C. AFTER THIRTY (30) DAYS \$25.00 per day
- 4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:
  - A. FOR THE FIRST SEVEN (7) DAYS \$20.00 per day
  - B. AFTER SEVEN (7) DAYS \$30.00 per day
  - C. AFTER THIRTY (30) DAYS \$45.00 per day
- 5. BRAKE TEST \$60.00
- III. COUNTY STORAGE RATE (County Charge) \$ 2.50 per day
- IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITY TO ANOTHER COUNTY-OWNED STORAGE FACILITY \$75.00
- V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" (\$2.50 per day)

covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced.

CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:  
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3 - \$ 7,250.00 per annum

Zone 6 - \$ 32,900.00 per annum

The check shall be made payable to the "Nassau County" in the amount of \$3,345.83 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola,

New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of \$3,345.83 outstanding and not paid until the fifteenth day of the month would be figured as follows  $\$3,345.83 \times 0.20 = \$669.17 / 365 = \$1.83 \times 15 = \$27.45$ ). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of \$40,150.00 in good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the CONTRACTOR in arrears and shall be contingent upon (i) the CONTRACTOR 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 the 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 POLICE DEPARTMENT and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The CONTRACTOR shall submit claims no later than three (3) months following the COUNTY'S receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the CONTRACTOR and any funding source including the COUNTY.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the CONTRACTOR following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the CONTRACTOR received notice that the COUNTY did not desire to receive such services.

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The CONTRACTOR is not in arrears to the COUNTY upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the COUNTY, including any obligation to pay taxes to, or perform services for or on behalf of, the COUNTY.

6. Compliance With Law. (a) Generally. The CONTRACTOR shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The CONTRACTOR shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the CONTRACTOR operates. The CONTRACTOR shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all CONTRACTOR Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the CONTRACTOR shall, regardless of the reason for termination, take all actions reasonably requested by the COUNTY (including those set forth in other provisions of this Agreement) to assist the COUNTY in transitioning the CONTRACTOR'S responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

8. Indemnification; Defense; Cooperation. (a) The CONTRACTOR shall be solely responsible for and shall indemnify and hold harmless the COUNTY, the DEPARTMENT and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CONTRACTOR or a CONTRACTOR Agent, 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; provided, however, that the CONTRACTOR shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the COUNTY.

(b) The CONTRACTOR shall, upon the COUNTY'S demand and at the COUNTY'S direction, promptly and diligently defend, at the CONTRACTOR'S own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the CONTRACTOR is responsible under this Section, and, further to the CONTRACTOR'S indemnification obligations, the CONTRACTOR shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The CONTRACTOR shall, and shall cause CONTRACTOR'S agents to, cooperate with the COUNTY and the DEPARTMENT in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONTRACTOR and/or a CONTRACTOR'S agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The CONTRACTOR shall obtain and maintain throughout the term of this Agreement and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 (\$3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 (\$200,000.00) DOLLARS, (iii) Compensation Insurance for the benefit of the CONTRACTOR'S employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance

evidencing the insurance coverage required by this Agreement shall be delivered to the POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the COUNTY upon thirty (30) days' written notice to the CONTRACTOR, (ii) for "Cause" by the COUNTY immediately upon the receipt by the CONTRACTOR of written notice of termination, (iii) upon mutual written Agreement of the COUNTY and the CONTRACTOR, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (a) The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the

DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10<sup>th</sup> of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

13. Limitations on Actions and Special Proceedings Against the COUNTY. No action or special proceeding shall lie or be prosecuted or maintained against the COUNTY upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the COUNTY shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the DEPARTMENT and the (ii) the County Attorney (at

the address specified above for the COUNTY) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the COUNTY.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and



(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 (\$160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

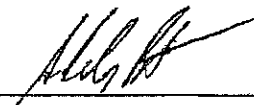
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The COUNTY shall have no liability under this Agreement (including any extension or other modification 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 (as defined in this Agreement).

(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.

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY have executed this Agreement as of the date first above written.

NORTH SHORE AUTO & TOWING


By: 

Name: Randy Balterman

Title: President

Date: April 12, 2010

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: Deputy County Executive

Date: 9/8/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 12 day of April in the year 2010 before me personally came S. Remy Balkman to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of NASSAU; that he or she is the Precinct of Nassau Precinct Town, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Marie Villi*  
NOTARY PUBLIC

MARIE VILLI  
Notary Public, State of New York  
No. 01VI6120331  
Qualified in Nassau County  
Commission Expires 12/20/2012

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the 8 day of September in the year 2010 before me personally came Brian R. Newin to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Brian R. Newin*  
Notary Public State of New York  
No. 01NS6188968  
Albany County  
Exp. 06/16/2012

## LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.
2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to



receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale

in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled

to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the

right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer,

for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.


2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.



# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 9899-05269-038
	COUNTY OF NASSAU		Dated: 05/14/09
	BIDS WILL BE RECEIVED AND OPENED AT: OFFICE OF PURCHASING 240 OLD COUNTRY ROAD MINEOLA, NEW YORK 11501		BID OPENING DATE 05/26/09 11:00 A.M. E.D.S.T.
BUYER GERALD KRAUS		TELEPHONE (516) 571-3938	REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

COUNTY IMPOUND GARAGE CONTRACTS

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:  
ZONES 1 & 4, 2 & 5, 3 THRU 20  
NASSAU COUNTY POLICE DEPARTMENT - LEGAL BUREAU  
1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501  
ATT: KIM KRAMER @ (516) 573-7210

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

112922-018

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER NORTH SHORE AUTO TOWING			
ADDRESS 265 EAST SHORE ROAD			
CITY MANHATTEN	STATE NY	ZIP CODE 11030	TELEPHONE (516) 492-2500
SIGNATURE OF AUTHORIZED INDIVIDUAL SCOTT R. BALGELMAN		PRINT OR TYPE NAME OF SIGNER AND TITLE	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

## BID TERMS AND CONDITIONS

- Bids on equipment must be on standard new equipment, latest model, Except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

- PRICES The provisions of the New York State Fair Trade Law (Ferdinand Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

- SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

3

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

Automobile Club of NY

ADDRESS:

1415 Kellum Place

Garden City NY 11530

TELEPHONE:

516 873-2462

CONTACT PERSON: JOHN APPECCANO

CONTRACT DATE:

2. REFERENCE'S NAME:

Town of Hempstead

ADDRESS:

220 PLANDOME ROAD.

MANHASSET NY 11030

TELEPHONE:

516-627-0590

CONTACT PERSON: PATRICIA JOBIN

CONTRACT DATE:

3. REFERENCE'S NAME:

NEW YORK COMMUNITY BANCORP

ADDRESS:

615 Merrick Ave.

Westbury NY 11590

TELEPHONE:

516-683-4154

CONTACT PERSON: JOHN FRANK

CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]  
BIDDER

[Signature]  
TITLE

As used in this Appendix EE the term "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.

NOTE:

CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

  
BIDDER

  
TITLE

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A.) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
- 2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees; incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A.) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

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BIDDER

  
TITLE

Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization:

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

**PERIOD COVERED:** Shall be for three (3) years from the effective date of the contract. The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

**NOTWITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.**

**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

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**DEFAULT:** The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

**EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

**GENERAL CONDITIONS:**

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

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NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

- A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department
- B. Store the motor vehicles on his property for an unspecified period.
- C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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[Signature]  
BIDDER

[Signature]  
TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.
2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.
3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.
4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.
2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.
3. That he has license to operate in all municipalities in the area on which he has bid.
4. That he has read, understands, and agrees to be bound by the provisions of this bid.

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8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.
9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.
10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.
11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand (\$10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand (\$10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part thereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS  
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT  
IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound. Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

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All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any ~~Contract~~ awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

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TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5.

BID OFFER:

\$ 30,100<sup>00</sup> ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3.

BID OFFER:

\$ 7,250<sup>00</sup> ANNUALLY

27

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BIDDER

TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9.

BID OFFER:

\$ ~~9,000~~ ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10

BID OFFER

\$ 10,000 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11.

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

29  
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BIDDER

TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Jarretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

31

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TITLE



Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20

BID OFFER

\$ \_\_\_\_\_ ANNUALLY

33

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TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

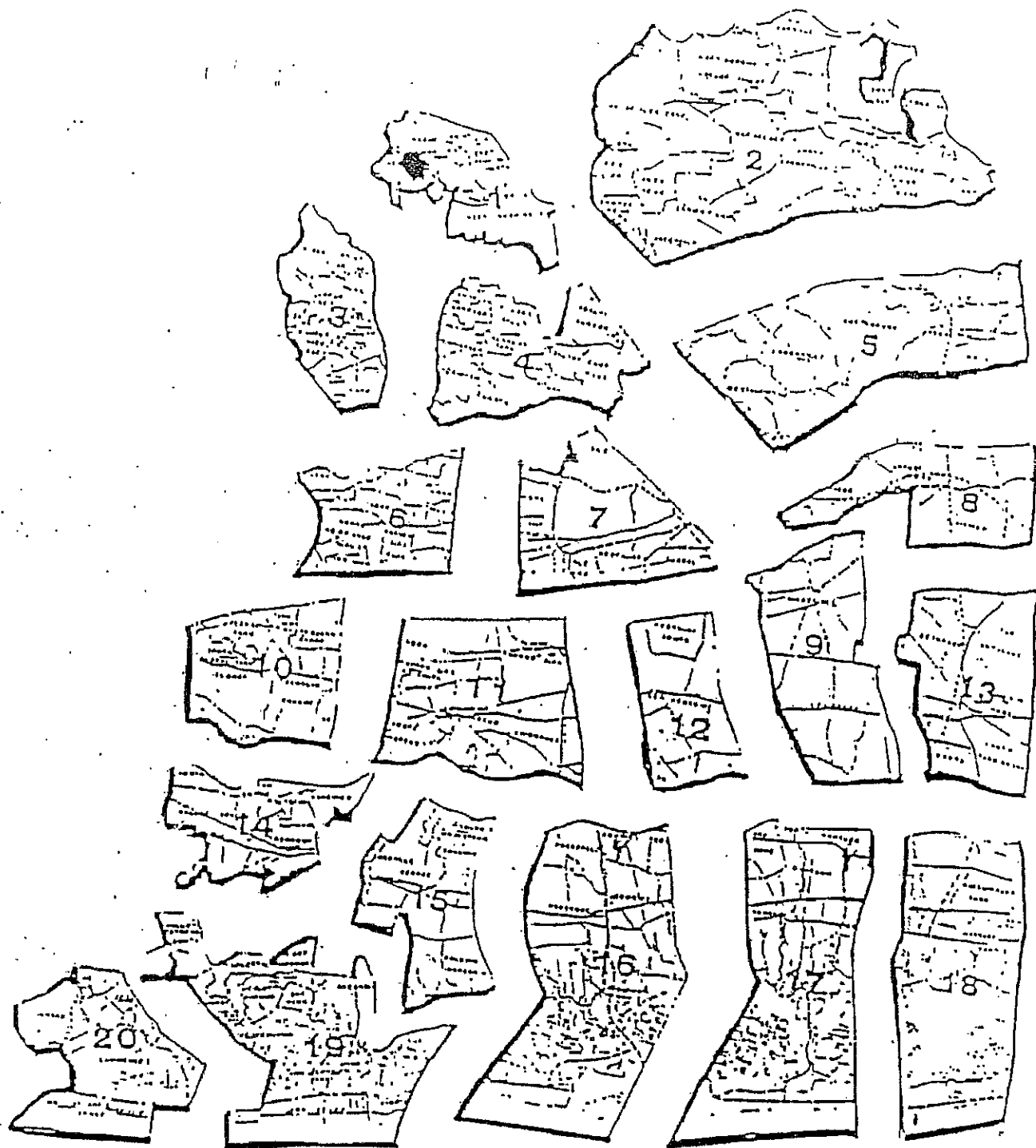
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BIDDER

  
TITLE



**NORTH SHORE AUTO & TOWING, INC.**  
 265 East Shore Road  
 Manhasset, NY 11030  
 (516) 482-2500

# Road Service

DATE		TIME		A.M. REQUESTED BY		P.D. NO.	
				P.M.			
NAME				PHONE			
ADDRESS							
CITY				STATE		ZIP	
LOCATION OF VEHICLE							
YEAR, MAKE, MODEL				COLOR		DRIVER	
STATE		LIC. PLATE NO.		VEHICLE I.D. NO.		REGISTERED OWNER	
MILEAGE		SERVICE TIME		EXTRA PERSON			
FINISH		FINISH		FINISH			
START		START		START			
TOTAL		TOTAL		TOTAL			
REASON FOR TOW						SPECIAL EQUIPMENT	
<input type="checkbox"/> ACCIDENT		<input type="checkbox"/> ABANDONED		<input type="checkbox"/> FLAT TIRE		<input type="checkbox"/> SINGLE LINE WINCHING	
<input type="checkbox"/> ARREST		<input type="checkbox"/> STOLEN CAR		<input type="checkbox"/> OUT OF GAS		<input type="checkbox"/> DUAL LINE WINCHING	
<input type="checkbox"/> UNREGISTERED		<input type="checkbox"/> BREAK DOWN		<input type="checkbox"/> IMPOUNDED		<input type="checkbox"/> SNATCH BLOCKS	
<input type="checkbox"/> TOW ZONE		<input type="checkbox"/> LOCK OUT		<input type="checkbox"/>		<input type="checkbox"/> SCOTCH BLOCKS	
<input type="checkbox"/> SNOW REMOVAL		<input type="checkbox"/> START		<input type="checkbox"/>		<input type="checkbox"/> DOLLY	
TYPE OF TOW		TOWED PER ORDER OF		VEHICLE TOWED TO			
<input type="checkbox"/> SLING/ HOIST TOW		<input type="checkbox"/> STATE POLICE		FIRST TOW			
<input type="checkbox"/> FLAT BED/ RAMP		<input type="checkbox"/> LOCAL POLICE					
<input type="checkbox"/> WHEEL LIFT		<input type="checkbox"/> OWNER		SECOND TOW			
<input type="checkbox"/>		<input type="checkbox"/> DEALER					
STORAGE FROM				TOWING CHARGE			
_____ TO _____ DAYS @ \$ _____				MILEAGE CHARGE			
PAID BY				EXTRA PERSON			
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK DRIVERS LIC. NO. _____				SPECIAL EQUIPMENT			
<input type="checkbox"/> CREDIT CARD <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX EXP. DATE _____				LABOR CHARGE			
CC NO. _____				STORAGE			
OPERATOR'S SIGNATURE _____ DATE _____							
TRUCK NO. _____				SUB-TOTAL			
AUTHORIZED SIGNATURE _____ DATE _____				TAX			
VEHICLE RELEASED TO _____ DATE _____				TOTAL			

5008

Not responsible for loss or damage to vehicle  
 in case of fire, theft or any other cause beyond our control.

**Thank You**

PRODUCT 2525

TOW  
14032 TW  
2003 INTER NONTRANSFERABLE  
TOW WH  
179 00 D 6 022 UTD AUG 13 2008  
NORTH SHORE AUTO& Expires 09/30/10  
DETAILING INC >DEMA<  
101 EAST SHORE RD 106.25  
MANHASSET NY 11030 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
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NORTH SHORE AUTO AND Expires 11/30/10  
TOWING INC >DEMA<  
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NEW YORK STATE REGISTRATION DOCUMENT  
TOW  
3287 BTW  
2009 FORD NONTRANSFERABLE  
TOW WH  
019500 D 8 6 MAR 12 2009  
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NORTH SHORE AUTO& Expires 03/31/10  
TOWING INC >DEMA<  
265 E SHORE RD 115.25  
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NEW YORK STATE REGISTRATION DOCUMENT  
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017900 D 8 000402 MAY 10 2007  
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NORTH SHORE AUTO& Expires 05/31/09  
TOWING INC >NYMA<  
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MANHASSET NY 11030 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
EM084492 VOID IF ALTERED EXCEPT FOR ADDRESS 2049.00



NEW YORK STATE REGISTRATION DOCUMENT  
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&TOWING INC >DEMA<  
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MANHASSET NY 11030 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
208261BY VOID IF ALTERED EXCEPT FOR ADDRESS 292.50

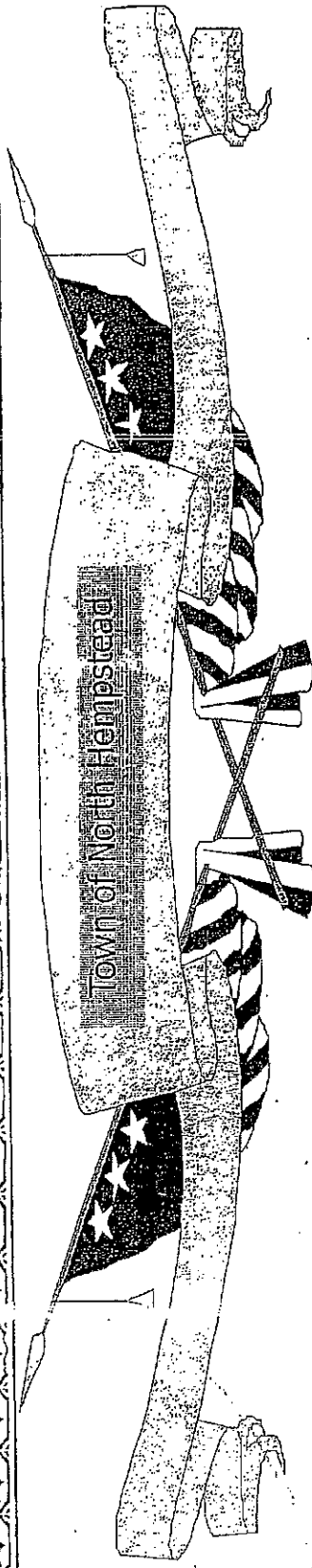


NEW YORK STATE REGISTRATION DOCUMENT  
TOW  
2777 BTW  
2003 FORD NONTRANSFERABLE  
TOW WH  
17500 D 8 UTD4011 JAN 23 2008  
023 UTD  
NORTH SHORE AUTO AND Expires 02/28/10  
TOWING INC >DEMA<  
265 E SHORE ROAD 103.50  
MANHASSET NY 11030 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
655946BV VOID IF ALTERED EXCEPT FOR ADDRESS 287.00



NEW YORK STATE REGISTRATION DOCUMENT  
TOW  
32852 TW  
2007 FORD NONTRANSFERABLE  
TOW WH  
017900 D 8 001528 JUL 15 2008  
CAB NSBA6E  
NORTH SHORE AUTO& Expires 07/31/10  
TOWING INC >DEMA<  
265 E SHORE RD 106.25  
MANHASSET NY 11030 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
EU519328 VOID IF ALTERED EXCEPT FOR ADDRESS 362.50





Jon Kaiman  
Supervisor

**Town of North Hempstead**  
County of Nassau - State of New York

Leslie C. Gross  
Town Clerk

**LICENSED TOW TRUCK OWNER**

This is to certify that North Shore Auto & Towing having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York; the County of Nassau, is hereby granted a license to perform Unrestricted Tow Truck operations within the Town of North Hempstead; for the term herein described.

North Shore Auto & Towing

Office/Terminal Located : 265 East Shore Road Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road Manhasset, NY 11030

License No.: 0018

Expires: June 30, 2009



6/23/2008

Date

By Direction of

*Leslie C. Gross*

Leslie C. Gross, Town Clerk

## LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

### LANDLORD:

SCOTTVIC REALTY

31 FALL LANE

Address for Notices

JERICHO N.Y. 11753.

### TENANT:

NORTH SHORE AUTO TOWING

265 EAST SHORE RD.

MANHASSET N.Y. 11030

Premises: 265 EAST SHORE ROAD MANHASSET N.Y. 11030

Lease date:	Term	Yearly Rent
FEB 1-05	10 YEARS	\$ 24,000—
	beginning	Monthly Rent
	2-1-85	\$ 7,000—
	ending	Security
	2-1-95	\$ —0—

### 1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this lease, spouse and children of that party may use the Premises.

### 2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

### 3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

### 4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

### 5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

### 6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating\*\*

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

### 7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

### 8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

### 9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

### 10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

\*\* Add other utilities and services, if any.

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

#### 12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

#### 13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

#### 14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

#### 15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

#### 16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

#### 17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

#### 18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

#### 19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossession, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

#### 20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

#### 21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

#### 22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.



23. **Written instructions**

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. **Illegality**

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. **No waiver**

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. **Quiet enjoyment**

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. **Successors**

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. **Representations, changes in Lease**

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. **Paragraph headings**

The Paragraph headings are for convenience only.

30. **Effective date**

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures      The parties have entered into this Lease on the date first above stated.

LANDLORD:

WITNESS:

SCOTTIVIC REALTY CORP  
265 EAST SHORE RD.  
MANHASSET NY 11030

TENANT:

NORTH SHORE AUTO & TOWING INC.

265 East Shore Road  
Manhasset, N.Y. 11030  
(516) 482-2500

**EPA and HUD Lead Paint Regulations, Effective September 6, 1996<sup>1</sup>**

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.<sup>2</sup> Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet      3141 Lead Paint Lease Disclosure Form

<sup>1</sup>December 6, 1996 for owners of 1 to 4 residential dwellings.

<sup>2</sup>Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED]  
DOB: [REDACTED]  
BALTERMAN, SCOTT  
SEX: M EYES: BL HT: 5-00 CLASS: B  
E: W R: L  
ISSUED: 06-24-03 EXPIRES: 11-05-09  
60556350

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED]  
DOB: [REDACTED]  
HARKINS, ROBERT J.  
SEX: M EYES: BR HT: 6-00 CLASS: A  
E: NW R: R  
ISSUED: 02-07-05 EXPIRES: 02-05-13  
63422500

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED]  
DOB: [REDACTED]  
DONALDSON, TIMOTHY  
SEX: M EYES: BL HT: 6-00 CLASS: D  
E: W R: R  
ISSUED: 10-27-03 EXPIRES: 10-14-11  
50370340

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED] CLASS C  
SYED, MOHAMMAD M  
DOB: 10-01-63  
SEX: M EYES: BK HT: 5-11  
E: W R: W  
ISSUED: 11-08-05 EXPIRES: 10-01-12  
5312501

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED]  
DOB: [REDACTED]  
JAGPARVESH, FNU  
SEX: M EYES: BK HT: 5-07 CLASS: C  
E: W R: W  
ISSUED: 06-07-05 EXPIRES: 09-15-09  
76199541

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED]  
DOB: [REDACTED]  
CLARKE, TREVOR E S  
SEX: M EYES: BR HT: 6-07 CLASS: D  
ISSUED: 01-16-03 EXPIRES: 01-20-11  
51814360

NEW YORK STATE  
Commissioner of Motor Vehicles  
ID: [REDACTED] CLASS C  
BHANDAL  
MADAN, SINGH  
DOB: [REDACTED]  
SEX: M EYES: BK HT: 5-09  
E: W R: NONE  
ISSUED: 07-17-08 EXPIRES: 12-12-10 BPHRYWIX10

### Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10-13-11

1) Bidder's/Proposer's Legal Name: NORTH SHORE AUTO TOWING, INC.

2) Address of Place of Business: 265 EAST SHORE RD MANHASSET NY 11030

List all other business addresses used within last five years:

3) Mailing Address (if different): 1

Phone: 516-482-2500

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 112922018

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: \_\_\_\_\_

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☒ No ☐ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). APPROX 10 years ago

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such

occurrence, \_\_\_\_\_

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐ If Yes, provide details for each such instance. \_\_\_\_\_

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ☐ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; JUNE, 1988
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SCOTT R. BARTERMAN
- iii) Name, address and position of all officers and directors of the company; LESLIE BARTERMAN
- iv) State of incorporation (if applicable); N.Y.
- v) The number of employees in the firm; 20
- vi) Annual revenue of firm; 2,500,000 - 00
- vii) Summary of relevant accomplishments LTC TOWER & COLLECTION SHOP OVER 25 YEARS
- viii) Copies of all state and local licenses and permits. DMS, TOWER PERMIT.

- B. Indicate number of years in business. OVER 25

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. COUNTRY COMMERCE BANK MANY YEARS

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company TOWN OF NORTH HAMPTON.

Contact Person CLERKS OFFICE

Address PLANDOME RD.

City/State MANHASSET NY, 11030

Telephone 516.869.7646

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company KINGS Pt Police Dept  
Contact Person SGT.  
Address STEPINGTON. LA.  
City/State KINGS PT N.Y.  
Telephone 516.452 1000  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

---

Company NORTH SHORE HOSPITAL  
Contact Person SECURITY  
Address COMMUNITY DRIVE  
City/State MANHASTOT NY 11030  
Telephone 516.562-4842  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott R. Baereman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13<sup>th</sup> day of Oct. 2015

Chulyoung Kim  
Notary Public, State of New York  
No. 01K16151172  
Qualified in Nassau County  
Commission Expires Aug 14, 2018  
Notary Public

North Shore Auto & Towing Inc.  
Name of submitting business

Scott R. Baereman  
Print name

[Signature]  
Signature

Pres.  
Title

10/13/15  
Date



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name SCOTT R BALKEMAN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 265 EAST SHORE RD.  
City/state/zip MANHATTEN N.Y 11030  
Telephone 516-482-2500  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 6/ 188 Treasurer 6/ 188  
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President 6/ 188 6/ 188  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO     YES     If Yes, provide details. 50%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO     YES     If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO     YES    ; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO     YES     If Yes, provide details.

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ☐ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO ☒ YES ☐ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ☐ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ☐ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ☐ If Yes, provide details for each such year.

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Scott R. Baccellano, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13<sup>th</sup> day of Oct. 2015

Chul Young Kim  
Notary Public

CHULYOUNG KIM  
Notary Public, State of New York  
No. 01KI6151172  
Qualified in Nassau County  
Commission Expires Aug 14, 2018

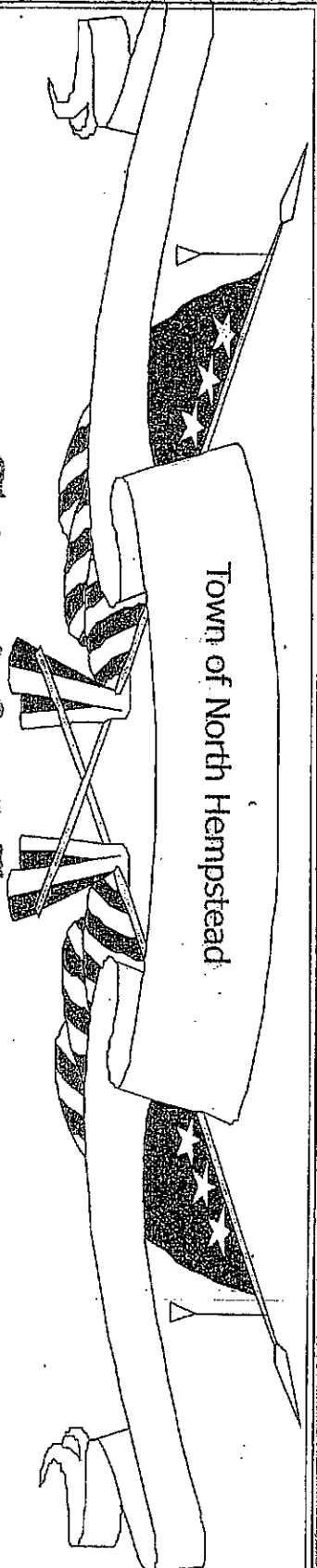
Name of submitting business: NORTH SHORE AUTO TOWING, Inc.

By: Scott R. Baccellano  
Print name

[Signature]  
Signature

Pres  
Title

10/13/15  
Date



Judi Bosworth  
Supervisor

**Town of North Hempstead**  
County of Nassau - State of New York

Wayne H. Wink Jr.  
Town Clerk

**LICENSED TOW TRUCK OWNER**

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statutes of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name :

North Shore Auto & Towing, Inc.

Office/Terminal Located :

101 East Shore Road , Manhasset, NY 11030

Storage Facility Located:

265 East Shore Road , Manhasset, NY 11030

License No: 18

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date



By Direction of:

*Wayne H. Wink Jr.*

Wayne H. Wink Jr., Town Clerk



New York State Department of Motor Vehicles

# OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. 7044825 RS

NORTH SHORE AUTO & TOWING INC  
265 EAST SHORE RD  
MANHASSET NY 11030

Validation Date and Number: 06/30/14 09440

This person is REGISTERED AS A  
REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.



This document does not certify that this business complies with zoning and other local laws.  
POST IN A CONSPICUOUS PLACE

61P (11/85)



New York State Department of Motor Vehicles

# OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. [REDACTED]

NORTH SHORE AUTO & TOWING INC  
265 EAST SHORE RD  
MANHASSET NY 11030

Validation Date and Number: 06/30/14 09441

This person is LICENSED AS A  
PUBLIC INSPECTION STATION

pursuant to the provisions of the Vehicle and Traffic Law.  
1A-1B



This document does not certify that this business complies with zoning and other local laws.  
POST IN A CONSPICUOUS PLACE

61P (11/85)

**Certificate of Assumed Name**  
Pursuant to General Business Law, §130

NYS Department of State  
Division of Corporations, State Records and Uniform Commercial Code  
One Commerce Plaza, 99 Washington Ave,  
Albany, NY 12231-0001  
www.dos.state.ny.us

## 1. NAME OF ENTITY

Ogden Brothers Collision, Inc.

1a. FOREIGN ENTITIES ONLY. If applicable, the fictitious name the entity agreed to use in New York State is:

## 2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- ☒ Business Corporation Law ☐ Limited Liability Company Law  
☐ Education Law ☐ Not-for-Profit Corporation Law  
☐ Insurance Law ☐ Revised Limited Partnership Act  
☐ Other (specify law):

## 3. ASSUMED NAME

All County Autobody

## 4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

66 East Merrick Rd  
Freeport NY 11520

## 5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

☐ ALL COUNTIES (if not, circle county[ies] below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	<u>Nassau</u>	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Fulton	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Onondaga	Rensselaer	Stauben	Westchester
Chautauque	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fulton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME.  
Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 6 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

66 East Merrick Rd.  
Freeport NY 11520

☐ No New York State Business Location

EDWARD P. MANGANO  
County Executive



CARNELL T. FOSKEY  
County Attorney

North Shore  
town

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY  
One West Street  
Mineola, New York 11501-4820  
516-571-3056  
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey  
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments