

Contract ID#: COPD16000002**E-33-16 R44**Department: POLICE**Contract Details**SERVICE County Impound & TowingNIFS ID #: COPD16000002NIFS Entry Date: 1/21/16 Term: from 1/16/16 to 1/15/19

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	
A1 Grand Auto Body, Inc	Vendor ID#: 113542226
Addresses: 105 Herricks Road Garden City Park, NY 11040	Contact Person <b>Brian J. Hogan</b>  Phone: 516-294-4200 A1grandautobody@me.com

County Department
Department Contact <b>Gail McGrath-Gough</b> <b>Gmcgrath-gough@PDCN.org</b>
Address PAB 1490 – Room 250 Franklin Ave., 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)		<i>Cor. Jones</i>	
	OMB	NIFS Approval	<u>1/22/16</u>	<i>Deborah</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Vertical DCE	NIFS Approval			
	Department	Vendor Administration NIFS Appvl (Dept. Head)			
<u>1/22/16</u>	County Attorney	CA RE&I Verification	<u>1/22/16</u>	<i>[Signature]</i>	
<u>1/22/16</u>	County Attorney	CA Approval as to form	<u>1/22/16</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<u>1/25/16</u>	<i>Concetta A. Petrucci</i>	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval	<u>1/22/16</u>	<i>[Signature]</i>	
	County Comptroller	NIFS Approval			
<u>1/25/16</u>	County Executive	Notarization Filed with Clerk of the Leg.	<u>1/25/16</u>	<i>[Signature]</i>	



## Contract Summary

**Description:** Contract for services related to County Impound and Towing

**Purpose:** To provide the Nassau County Police Department with towing and storing of vehicles pursuant to **Bid Number 9899-08144-171**

**Method of Procurement:** Formal Sealed Bidding Process.

**Procurement History:** Bid Number 9899-08144-171

**Description of General Provisions:** Vendor to provide towing and storing services for NCPD. Vendor authorized to charge owner of vehicle set towing and storage fees This is a three year contract with option by the County to renew for up to 2 additional 1 year periods under the same terms. It is necessary to have these services available at the direction of the NCPD 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 along with the required specifications for its assigned zone(s).

**Impact on Funding / Price Analysis:** Vendor agrees to pay for the franchises herein granted, annually in twelve monthly equal installments in advance to the County for the following zone(s):

Zone 6:	\$ 55,602.00	per annum
Zone 7:	\$ 46,608.00	per annum
Zone 10:	\$ 34,660.00	per annum
Zone 11:	\$ 37,660.00	per annum
Total:	\$ 174,530.00	per annum
	\$ 14,544.17	per month

Although this is a revenue contract, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input checked="" type="checkbox"/>	XXXXXXXX
County	\$ 30,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 30,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	\$ 30,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 30,000</b>

RENEWAL	
% Increase	
% Decrease	

Document  
Prepared By:

Gail McGrath-Gough Administrative Assistant

Date: 1/15/16

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	Name	Date 1/25/16
Date	Date	(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: A-1 GRAND AUTO BODY, INC.

CONTRACTOR ADDRESS: 105 HERRICKS ROAD/ 98 DENTON AVE  
GARDEN CITY PARK NY 11040

FEDERAL TAX ID #: 11-3542226

**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 [newspaper] on JULY 31, 2014. The sealed bids were publicly opened on AUGUST 14, 2014. 10 [#] 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 \_\_\_\_\_ [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 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.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**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.

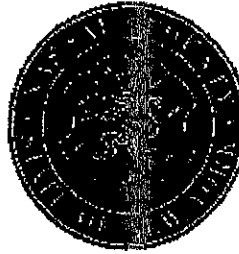
  
\_\_\_\_\_  
Department Head Signature

01/22/16  
\_\_\_\_\_  
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. 09/15

EDWARD P. MANGANO  
County Executive



CARNELL T. FOSKEY  
County Attorney

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

### 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: 10/15/15

1) Bidder's/Proposer's Legal Name: A I Grand Auto Body Inc.

2) Address of Place of Business: 105 Herricks Rd. Garden City Park, N.Y. 11040

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: (516) 294-4200

Does the business own or rent its facilities? rent

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

5) Federal I.D. Number: 11-354 2226

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). \_\_\_\_\_

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. N/A

(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. N/A

(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. N/A

- 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;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- 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.

- 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 Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave.

City/State Garden City, N.Y. 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address NA

Company Village of New Hyde Park  
Contact Person Pat Anderson  
Address 1420 Jericho Turnpike  
City/State New Hyde Park N.Y. 11040  
Telephone (516) 354 0022  
Fax # (516) 354-6004  
E-Mail Address NHP CLERK@VNHP.org

---

Company Village of Mineola  
Contact Person Soyce Goryaks  
Address 155 Washington Ave.  
City/State Mineola N.Y. 11501  
Telephone (516) 746-0750  
Fax # (516) 746-5602  
E-Mail Address NA

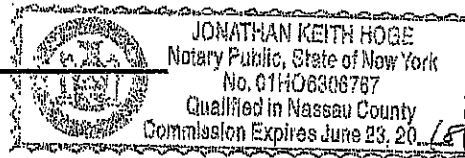
# CERTIFICATION

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, Ariel Hogan, 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 19<sup>th</sup> day of October 2015

Jonathan Hoge  
Notary Public



Name of submitting business: A1 Grand Auto Body, Inc.

By: Ariel Hogan  
Print name

X [Signature]  
Signature

President  
Title

10 / 19 / 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 Ariel Hogan  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 105 Herricks Rd.  
City/state/zip Garden City Park, NY 11040  
Telephone (516) 294-4200  
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 2/27/13 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_\_\_ YES ☒ If Yes, provide details. Ariel Hogan 100% shareholder
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. Truck Loan Santander Bank  
2015 Ford F650 FlatBed
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.  
Grand Auto Body Inc. 98 Denton Ave. Garden City PK NY 11040
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.

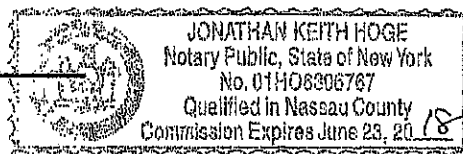
**CERTIFICATION**

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, Ariel Hogan, 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 19<sup>th</sup> day of October 2015

Jonathan Hoge  
Notary Public



A I Grant Auto Body, Inc.  
Name of submitting business

Ariel Hogan  
Print name

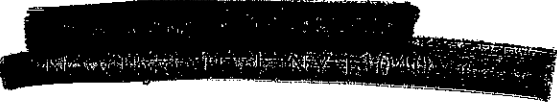
[Signature]  
Signature

President  
Title

10 / 19 / 15  
Date

## **A1 Grand Auto Body, Inc.**

105 Herricks Road  
Garden City Park, NY 11040

1. Date of formation 3/24/2000
  - 2/3. Ariel Hogan 100 % shareholder  

  4. New York State Corporation
  5. Employees - six employees
  6. Annual Revenue 1,260,844 for the year 2014
  7. Summary of relevant accomplishments  
Licensed New York State Auto Appraiser  
Since 1939 have 4 generations of continuous auto tow and body  
Experience to accidents and tows calls for municipalities listed:  
Nassau County Tow Impound Garage  
Garden City Tow Impound Garage  
Village of New Hyde Park Tow Impound Garage  
Mineola Tow Impound Garage  
Tow Advisory Board - Town of North Hempstead  
Town of North Hempstead Tow
  8. Copies of all state and local licenses and permits  
See attached
- 
- B. 15 years at this location
- 
- C. Towing for Nassau County many years  
Refer to list below

E-33-16

RULES RESOLUTION NO. 66 2016

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 A1 GRAND AUTO BODY, INC.

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

WHEREAS, the County has negotiated a personal services agreement with A1 Grand Auto Body, Inc. for impound and towing 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 agreement with A1 Grand Auto Body, Inc.



POLICE DEPARTMENT  
COUNTY OF NASSAU, NEW YORK

INTERNAL CORRESPONDENCE

DATE: November 11, 2014 SNCC NO:

TO: Commanding Officer, Personnel and Accounting Bureau (Through Official Channels)

FROM: Deputy Commanding Officer, Administrative Inspection Section

SUBJECT: COUNTY IMPOUND GARAGE CONTRACT, POLICE DEPARTMENT INITIAL INSPECTIONS

1. The Administrative Inspection Section conducted Initial Police Inspections for the County of Nassau published R.F.P. bid number 9899-08144-171 dated July 31, 2014 entitled *County Impound Garage Contracts* (a copy of the bid is attached). The request for the Initial Police Inspections was requested by the Personnel and Accounting Bureau via e-mail, and initiated after notifying the Commissioner of Police for approval to conduct the inspection.

2. As specified in the bid, paragraph 13 subdivisions 2.0 through 2.3 (on page 20) the Police Initial Inspection included verifying:

- a) Required towing vehicles
- b) Required fenced and lighted premises
- c) Name and agreement required for heavy towing as specified in paragraph 7

3. The following list identifies: the zone, tentative bid awards, monthly average of tows for the years 2010 thru 2012, combined monthly average for the three years, the minimum number of tow vehicles and storage capacity necessary to service each zone. An accounting history of the monthly tows for new zones 21 (Long Island Expressway), 22 (Seaford Oyster Bay Expressway), and 23 (Heavy Duty Towing) were not specified in the bid request. After consulting with HPB, it was determined that the number of monthly tows for either the (zone 21) or the (zone 22) could exceed 25. In light of the fact that successful bidders for zones 1 thru 20 must have the ability to supply the equipment necessary to remove heavy vehicles from roadways, it was determined that the winning bidder responsible for removing heavy vehicles county wide (zone 23) should have the ability provide the services of at least one (1) heavy duty tow vehicle and the facilities necessary to store twelve (12) heavy vehicles.

Zone	Vendor	2010	2011	2012	Month	Tow	Capacity
1	A-1 Grand Auto Body Inc	5	4	6	0.4	1	12
2	C&R Automotive	42	62	44	4.1	1	12
3	North Shore Auto & Towing	53	56	50	4.4	1	12
4	A-1 Grand Auto Body Inc	208	193	258	18.3	1	12
5	C&R Automotive	23	89	41	4.3	1	12
6	A-1 Grand Auto Body Inc	212	180	247	17.8	1	12
7	A-1 Grand Auto Body Inc	177	179	233	16.4	1	12
8	C&R Automotive	273	152	180	16.8	1	12
9	C&R Automotive	341	237	307	24.6	1	12
10	A-1 Grand Auto Body Inc	492	456	503	40.3	2	30
11	A-1 Grand Auto Body Inc	751	719	576	56.8	2	30
12	C&R Automotive	243	179	219	17.8	1	12
13	C&R Automotive	252	165	214	17.5	1	12

14	All County Towing & Recovery	187	125	238	15.3	1	12
15	JCB & Sons	216	149	207	15.9	1	12
16	C&R Automotive	237	233	135	16.8	1	12
17	C&R Automotive	193	181	161	14.9	1	12
18	C&R Automotive	248	150	180	16.1	1	12
19	All County Towing & Recovery	136	140	173	12.5	1	12
20	All County Towing & Recovery	128	100	93	8.9	1	12
21	T&D Towing Corporation				>25	2	30
22	C&R Automotive				>25	2	30
23	C&R Automotive				<25	1	12

4. **A-1 Grand Auto Body Inc.:** This vendor owns and or leases eight (8) fenced and lighted storage lots within the confines of zone 6. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 1&4 (bid as a unit), 6, 7, 10 and 11. However, the corporation presently owns and operates six (6) registered and insured tow vehicles which is less than the minimum of eight (8) required to service the six (6) zones described above. The next highest responsible bidder for zones 1&4 is North Shore Auto and Towing. They have the available tow vehicles and storage capacity to service zones 1 and 4. A-1 Grand Auto Body Inc. has contracted with Chester's Towing & recovery of Port Washington to service all tows involving heavy vehicles. Brian J. Hogan, a company principal and driver for A-1 Grand Auto Body Inc., currently has two (2) open violation warrants issued in 2000. He was made aware of their existence and understands that the contract may not be awarded to his firm if these issues are not resolved in a timely fashion.

5. **C & R Automotive Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots within the confines of zone 9. Their capacity to store vehicles far exceeds the mandated one hundred and eight (108) necessary to service zones 2&5 (bid as a unit), 8, 9, 12, 13, 16, 17 and 18. They currently own and operates seventeen (17) registered and insured tow vehicles which far exceeds the minimum of nine (9) required to service the nine (9) zones described above. However, this bidder does not own or lease a premise to store impounded vehicles within zone 16 or an adjacent zone. The next highest responsible bidder for zone 16 is All County Towing and Recovery Inc. They have the available tow vehicles and storage capacity to service zone 16. C&R Automotive Inc. is also the highest responsible bidder for the newly added zones of 22 (Seaford Oyster Bay Expressway) and 23 (Heavy Duty Towing – County Wide). They presently own and operate seven (7) tow vehicles having GVWR of 33000 pounds or more.

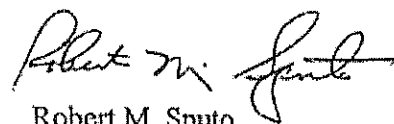
6. **All County Towing and Recovery Inc.:** This vendor owns and or leases two (2) fenced and lighted storage lots located within zones 16 and 19. Their capacity to store vehicles far exceeds the mandated thirty six (36) necessary to service zones 14, 19 and 20. They currently own and operate nine (9) registered and insured tow vehicles which far exceeds the minimum of three (3) required to service the three (3) zones described above. Three (3) of their tow vehicles have GVWR of 33000 pounds or more. All County Towing and Recovery Inc. has the ability to service zones 15 and 16 in addition to zones 14, 19 and 20.



7. **North Shore Auto & Towing Inc.:** This vendor owns and or leases two (2) fenced and lighted storage locations within the confines of zone 3. Their capacity to store vehicles far exceeds the mandated twelve (12) necessary to service zone 3. They currently own and operate four (4) registered and insured tow vehicles which exceed the minimum of one (1) necessary to service zone 3. North Shore Auto & Towing has the ability to service zone 1 & 4 in addition to servicing zone 3. North Shore Auto & Towing Inc. has contracted with AAAA-1 Auto and Towing to supply heavy duty equipment should the need arise.

8. **T & D Towing Corporation:** This vendor leases and or owns two (2) fenced and lighted storage locations located within the confines of Zone 2. These storage locations have the capacity to store in excess of 50 vehicles. They currently own and operate four (4) registered and insured tow vehicles and also have contracted with Bills Towing Service of Hicksville to supply heavy duty equipment should the need arise.

9. **JCB & Sons Inc.:** This vendor leases a storage building in the Village of Freeport within the confines of zone 16. The Village of Freeport Building Department has not approved this building for the storage of wrecked vehicles. JCB & Sons Inc. also leases a portion of a fenced and lighted storage lot located on Newbridge Road in Bellmore. This facility is located in zone 17. Although the storage capacity of this location exceeds the mandated twelve (12) necessary to service zone 15, zone 17 is not adjacent to zone 15. Additionally, it should be noted that zone 15 includes a portion of Brookside Avenue which is located within the Village of Freeport. The tow vehicles owned and or operated by JCB & Sons Inc. are not licensed by the Village of Freeport and therefore are precluded from towing any vehicles from a village roadway. Finally, the corporation does not possess a license to operate as a repair shop within the state of NY. The next highest responsible bidder for zone 15 is All County Towing and Recovery Inc. They have the available tow vehicles, storage capacity and licensing to service zone 15.



Robert M. Sputo  
Detective Lieutenant



## FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171

OPEN January 11, 2016

TITLE: County Impound Garage Contracts

DATE: January 11, 2016

TO: BUYER -

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

<p>Date: January 11, 2016 To: Supervisor From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>		<b>Bid Results</b>	
		<b>Items</b>	<b>Bidder</b>
			Recommend an award be given to North Shore Auto and Towing for Zones 1, 3 and 4
			Recommend an award be given to C & R Automotive for Zones 2,5,8,9,12,13,17,18 22 and 23
			Recommend an award be given to A1 Grand Auto Body Inc. for Zones 6,7,10 and 11.
			Recommend an award be given to All County Towing & Recovery for Zones 14,15,16,19 and 20.
			Recommend an award be given to T&D Towing Corporation for Zone 21
			Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)</p>			
<p>Date: <u>1/11/16</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award <input type="checkbox"/> Hold award pending discussion <input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>			

# Nassau County



# Police Department

EDWARD P. MANGANO  
COUNTY EXECUTIVE

1490 Franklin Avenue  
Mineola, New York 11501  
(516) 673-8800

THOMAS C. KRUMPTER  
ACTING COMMISSIONER

January 11, 2016

A1 Grand Auto Body, Inc.  
Attn: Brian J. Hogan  
105 Herricks Road  
Garden City Park, NY 11040

**Re: County Impound Garage Contracts  
Bid Number 9899-08144-171**

Dear Mr. Hogan:

As per the attached Formal Bid Recommendation dated January 11, 2016, your company is the recommended vendor in response to the above mentioned bid with respect to the following zones:

Zone 6:	\$ 55,602.00	per annum
Zone 7:	\$ 46,608.00	per annum
Zone 10:	\$ 34,660.00	per annum
Zone 11:	\$ 37,660.00	per annum
Total:	\$ 174,530.00	per annum
	\$ 14,544.17	per month

Services are set to commence January 16, 2016. Accordingly, the pro-rata monthly amount due upon commencement is \$7,506.67.

Enclosed for your review and execution is the Contract in connection with these services and the required Vendor Disclosure. Please return the following immediately to my attention so that these items may be routed for approval:

- Two (2) executed originals of the enclosed Contract;
- Completed enclosed Vendor Disclosure;
- Bond requirements (or check in lieu of the Bond);
- Required Insurance documentation;
- Administrative Fee (\$533.00); and

- First pro-rata installment of \$7,506.67.

Thank you for your attention to this matter and please feel free to contact my office at (516) 573-7210 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'JO' with a stylized flourish extending to the right.

Joanne L. Oweis  
Attorney - Legal Bureau

Enclosures



## FORMAL BID RECOMMENDATION

BID NUMBER 9899-08144-171

OPEN January 11, 2016

TITLE: County Impound Garage Contracts

DATE: January 11, 2016

TO: BUYER -

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.  
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results	
		Items	Bidder
<p>Date: January 11, 2016 To: Supervisor      From: Buyer: Timothy Funaro</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p><i>Timothy Funaro</i> Buyer</p>			Recommend an award be given to North Shore Auto and Towing for Zones 1, 3 and 4
			Recommend an award be given to C & R Automotive for Zones 2,5,8,9,12,13,17,18 22 and 23
			Recommend an award be given to A1 Grand Auto Body Inc. for Zones 6,7,10 and 11.
<p>Date: _____ To: Director      From: Supervisor</p> <p><input type="checkbox"/> Concur      <input type="checkbox"/> Disagree (See Reverse)</p>			Recommend an award be given to All County Towing & Recovery for Zones 14,15,16,19 and 20.
			Recommend an award be given to T&D Towing Corporation for Zone 21
<p>Date: <u>1/11/16</u></p> <p>To: Buyer      From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p><i>[Signature]</i> Director</p>			Awards based on the inspection of the Police Department. North Shore Auto and Towing, C & R Automotive, A1 Grand Auto Body, All County Towing & Recovery and T&D Towing Corporation are the highest responsible bidders meeting specifications and bid terms.



# New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

Phone: (531) 756-4000

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

### POLICYHOLDER

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

### CERTIFICATE HOLDER

NASSAU COUNTY POLICE DEPT  
1490 FRANKLIN AVE  
MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
1112-0000-0000	974111	10/15/2015 TO 10/15/2016	1/13/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 964364804



# CERTIFICATE OF LIABILITY INSURANCE

A1GRAND

OP ID: PS

DATE (MM/DD/YYYY)

01/13/2016

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).

<b>PRODUCER</b> The Winfield Group, Inc. 3 Corporate Drive Ste 200 Clifton Park, NY 12085 Metin Lika		<b>CONTACT NAME:</b> Metin Lika <b>PHONE (A/C, No, Ext):</b> 518-371-0075 <b>E-MAIL ADDRESS:</b> milka@winfieldgroup.com <b>FAX (A/C, No):</b> 518-371-0675		
<b>INSURED</b> A-1 Grand Auto Body Inc 105 Herricks Road Garden City Park, NY 11040		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Utica National Insurance Group		10687
		<b>INSURER B:</b> Standard Security Life Ins		69078
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X	[REDACTED]	10/24/2015	10/24/2016	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ 100,000
	<input checked="" type="checkbox"/> <b>Garage Liability</b>					<b>MED EXP (Any one person)</b> \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
						<b>GENERAL AGGREGATE</b> \$ 2,000,000
						<b>PRODUCTS - COMP/OP AGG</b> \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO		[REDACTED]	10/24/2015	10/24/2016	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				<b>BODILY INJURY (Per person)</b> \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				<b>BODILY INJURY (Per accident)</b> \$
						<b>PROPERTY DAMAGE (Per accident)</b> \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	[REDACTED]	10/24/2015	10/24/2016	<b>EACH OCCURRENCE</b> \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				<b>AGGREGATE</b> \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<b>PER STATUTE</b> \$
						<b>E.L. EACH ACCIDENT</b> \$
						<b>E.L. DISEASE - EA EMPLOYEE</b> \$
						<b>E.L. DISEASE - POLICY LIMIT</b> \$
A	<b>Garagekeepers</b>		[REDACTED]	10/24/2015	10/24/2016	<b>Comp/Coll</b> 300,000
B	<b>NYS Disability</b>		[REDACTED]	01/01/2013	01/01/2017	<b>Continue</b>

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 as their interest may appear within coverage forms provided by the above policies, per written contract or agreement. 30 Day notice Of Cancellation applies.

See attached for covered vehicles.

**CERTIFICATE HOLDER****CANCELLATION****NASSAUT**

Nassau County Police Dept  
1490 Franklin Ave  
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**

John R. Tomassi

**NOTEPAD:**

HOLDER CODE NASSAUT  
INSURED'S NAME A-1 Grand Auto Body Inc

A1GRAND  
OP ID: PS

PAGE 2

Date 01/13/2016

2008 Ford Tow  
2008 Ford Tow  
1995 Intl Tow  
2015 Ford Tow  
1995 GMC Tow  
1995 Chev Tow  
2016 Ford Tow



COUNTY OF NASSAU

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

1. Name of the Entity: A 1 Grand Auto Body Inc.  
Address: 105 Herricks Road  
City, State and Zip Code: Garden City Park, New York 11040
2. Entity's Vendor Identification Number: 11-3542226
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ S 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):

Ariel Hogan [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[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.

Ariel Hogan [REDACTED]  
[REDACTED]  
[REDACTED]

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.

(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: 1/13/16

Signed: [Signature]

Print Name: Niel Hogan

Title: President

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 FOR SERVICES

This Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016 together with 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) A1 GRAND AUTO BODY INC., 105 Herricks Road, Garden City Park, NY 11040 (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. 9899-08144-171, 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

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 January 16, 2016 and terminate on January 15, 2019, unless sooner terminated by the COUNTY in accordance with this agreement. The County may renew this Agreement under the same terms and conditions for an additional two (2) one (1) year periods.

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 zone(s) numbered 6, 7, 10 and 11 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, and the contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, CONTRACTOR may in such cases, and only in 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 2(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 2(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 2(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 2(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 the 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 roadway and/or 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 (MAXIMUM ALLOWABLE)**

**Tow Rates**

- i. Towing to a contractor's premises
  - a. Passenger cars, taxis and motorcycles \$125.00
  - b. Commercial vehicles up to 8,000 pounds unladen \$200.00
  - c. Commercial vehicles over 8,000 \$200.00  
(plus \$15.00 per each additional 4,000 pounds or part thereof)
  - iv. Commercial vehicles that require a tow truck with a gross vehicle weight rating of over 30,000 pounds \$300.00
- ii. Towing from a contractor's premises to a County-owned storage facility
  - a. Passenger cars, taxis and motorcycles \$125.00
  - b. Commercial vehicles \$200.00

**NO MILEAGE CHARGE IS PERMITTED**

**NO OTHER ADDITIONAL CHARGES ARE PERMITTED**

**Storage Rates (other than County Storage Rate)**

- iii. Storage for each 24-hour period or part thereof for the first seven days
  - a. Passenger cars, taxis and motorcycles \$20.00 per day
  - b. Commercial vehicles up to 30 feet in length \$30.00 per day
  - c. Commercial vehicles exceeding 30 feet in length \$35.00 per day
- iv. Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30<sup>th</sup> day
  - a. Passenger cars, taxis and motorcycles \$25.00 per day

- b. Commercial vehicles up to 30 feet in length \$35.00 per day
  - c. Commercial vehicles exceeding 30 feet in length \$40.00 per day
- v. Storage for each 24-hour period or part thereof for each day after the 30<sup>th</sup> day
  - a. Passenger cars, taxis and motorcycles \$30.00 per day
  - b. Commercial vehicles up to 30 feet in length \$40.00 per day
  - c. Commercial vehicles exceeding 30 feet in length \$45.00 per day
- vi. Storage in a County-owned storage facility for each 24-hour period or part thereof
  - a. Passenger cars, taxis and motorcycles \$20.00 per day
  - b. Commercial vehicles \$20.00 per day

### **County Storage Rate**

- vii. Motor Vehicles directed by the DEPARTMENT to be held for evidence or other reasons shall be charged a **reduced total charge of \$2.50 per day ONLY ("County Storage Rate")** from the date of the official notification and remain in effect until the CONTRACTOR has been notified that the vehicle is officially released.

### **NO OTHER ADDITIONAL CHARGES ARE PERMITTED**

### **Brake Test**

- viii. Brake test
  - a. Passenger cars, taxis and motorcycles \$60.00
  - b. Commercial vehicles \$80.00

(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 2(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 notification that the 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 DEPARTMENT'S notification that the hold has been 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. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(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 6:	\$ 55,602.00 per annum
Zone 7:	\$ 46,608.00 per annum
Zone 10:	\$ 34,660.00 per annum
Zone 11:	<u>\$ 37,660.00 per annum</u>
Total:	\$ 174,530.00 per annum

The check shall be made payable to the "Nassau County" in the amount of \$ 14,544.17 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 received after the first of the month the 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 \$100.00 outstanding and not paid until the fifteenth day of the month would be figured as follows:  $\$100.00 \times 0.20 = \$ 20.00 / 365 = \$ .05 \times 15 = \$ .75$ ). 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 \$ 174,630.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement. Contractor is responsible for maintaining records and receipts of cash bond or equivalent

(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 2(o) and for vehicle towing and storage charges pursuant to paragraph 2(m)(ii) and (vii).

(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 this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The CONTRACTOR shall submit signed, dated and properly completed 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 week. All submitted claims must have all sufficient detail, including copy of the notification releasing the vehicles, dates, test performed etc.

(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, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely

cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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 Five Hundred Thirty Three (\$533.00) 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.

By: 

Name: Ariel Hogan

Title: President

Date: 1/13/16

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

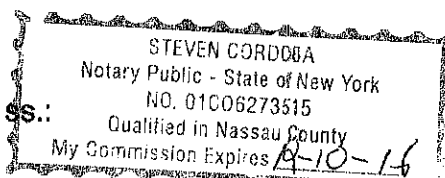
PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )



On the 13 day of January in the year 2010 before me personally came Artel Hogan 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 PRESIDENT of Al Grand Auto Body INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2010 before me personally came \_\_\_\_\_ 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 \_\_\_\_\_; 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

Lien Law  
Article 8 Other Liens on Personal Property

**§ 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, motor boat or aircraft or for furnishing gasoline or other supplies therefor 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, motor boat 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.

#### Lien Law

#### Article 9 Enforcement of Liens on Personal Property

#### **§ 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 a motor vehicle that is to be sold pursuant to subdivision three of section two hundred two of this article of a value of less than five hundred dollars or other property that 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, return receipt requested, and by first-class mail. 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 cancelling 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.

**3.** Notwithstanding subdivisions one and two of this section, sale of a motor vehicle having a wholesale value, taking into consideration the condition of the vehicle, of less than five hundred dollars to satisfy a lien for towing and storage under section one hundred eighty-four of this chapter, may be made directly to a registered vehicle dismantler or licensed scrap processor, both as defined in section four hundred fifteen-a of the vehicle and traffic law, on the condition that the motor vehicle shall never be titled again and must be dismantled or scrapped. Such sale shall not occur prior to thirty days after notice is mailed pursuant to section two hundred one of this article or sixty days after the date of the initial tow, whichever is later.

#### **§ 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.



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it

has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been

reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation



- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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


## Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Ariel Hogan (Name)

 105 Herrick Road  
Garden City Park, NY 11040  
(516)294-4200 (Address)

\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to

terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

---

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

---

---

---

---

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/15/16  
Dated

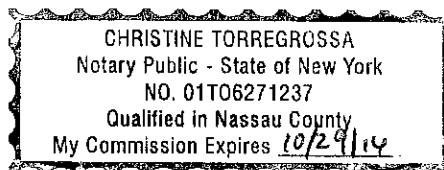
[Signature]  
Signature of Chief Executive Officer

Ariel Hogan  
Name of Chief Executive Officer

Sworn to before me this

15 day of JANUARY, 2016.

Christine Torregrossa  
Notary Public







**A1 GRAND AUTO BODY INC**

105 HERRICKS RD  
GARDEN CITY PARK, NY 11040

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
1-2-210

ATM Withdrawal  
or Debit Card

01/13/2016

PAY TO THE  
ORDER OF

TREASURER NASSAU COUNTY

\$ \*\*533.00

DOLLARS

Five hundred thirty-three and 00/100\*\*\*\*\*

TREASURER NASSAU COUNTY  
TREASURER NASSAU COUNTY  
Nassau County Police Department  
Mineola, NY 11501

MEMO



*[Signature]*

AUTHORIZED SIGNATURE



Security features. Details on back.

**A1 GRAND AUTO BODY INC**

105 HERRICKS RD  
GARDEN CITY PARK, NY 11040

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
1-2-210

 Chase  
Chase Bank, N.A.  
Member FDIC

01/13/2016

\$ \*\*7,506.67

DOLLARS

PAY TO THE  
ORDER OF

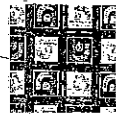
TREASURER NASSAU COUNTY

Seven thousand five hundred six and 67/100\*\*\*\*\*

TREASURER NASSAU COUNTY  
TREASURER NASSAU COUNTY  
Nassau County Police Department  
Mineola, NY 11501

MEMO

Pro-Date 1st Payment Bid #10890-08144-171





AUTHORIZED SIGNATURE

 Security features. Details on back.

**A1 GRAND AUTO BODY INC**

105 HERRICKS RD  
GARDEN CITY PARK, NY 11040

**CHASE**  
JPMorgan Chase Bank, N.A.  
www.Chase.com  
1-2-210

01/15/2016

PAY TO THE ORDER OF  
TREASURER NASSAU COUNTY

\$ \*\*174,530.00

One hundred seventy-four thousand five hundred thirty and 00/100 \*\*\*\*\* DOLLARS

TREASURER NASSAU COUNTY  
TREASURER NASSAU COUNTY  
Nassau County Police Department  
Mineola, NY 11501

MEMO




AUTHORIZED SIGNATURE

*[Signature]*

Security features. Details on back.

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 9899-08144-171
	<b>COUNTY OF NASSAU</b>		Dated: JULY 31, 2014
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE <b>AUGUST 14, 2014</b> 11:00 A.M. E.D.S.T.
BUYER FRAN FISHER		TELEPHONE 516-571-6679	REQUISITION NUMBER N/A

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:  
VARIOUS NASSAU COUNTY LOCATIONS

GUARANTEED DELIVERY DATE

DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

11 - 354 2226

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER	A1 Grand Auto Body, Inc.		
ADDRESS	105 Herricks Rd. / 98 Denton Ave., Garden City PK		
CITY	STATE	ZIP CODE	TELEPHONE
Garden City Park	NY	11040	516-294-4200
SIGNATURE OF AUTHORIZED INDIVIDUAL		Ariel Hagan	
		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

1. 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.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. 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.

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

5. 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.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of 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 and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, 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 articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, 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.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GURANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

## DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: A1 Grand Auto Body, Inc.

Address: 105 Herricks Rd / Garden City Park, New York, 11040  
98 Denton Ave.

Telephone No: 516-294-4200 Fax No: 516-294-5742

1. State Whether: A Corporation X

Individual \_\_\_\_\_

Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME\* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.  
\*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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

BIDDER SIGN HERE



President

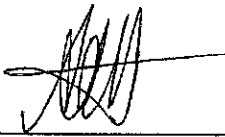
A1 Grand Auto Body Inc.  
105 Herricks Rd.  
Garden City Park NY 11040  
(516)294-4200 Phone (516) 294-5742 Fax  
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan  
106 Norman street  
New Hyde Park NY 11040

x  \_\_\_\_\_

QUALIFICATION STATEMENT

BIDDER'S NAME:

A1 Grand Auto Body, INC.

ADDRESS:

105 Herricks Rd. / 98 Denton Ave. Garden City PK, NY 11040

1. STATE WHETHER: CORPORATION X INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)  
PRESIDENT

Ariel Hogan

VICE PRESIDENT

same as above

SECRETARY

same as above

TREASURER

same as above

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes, in  
IF SO WHEN?

previous <sup>Tow</sup> Contract Bids

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 14yrs,

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO  
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Auto Body Repairs  
Towing, Auto Repairs

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Ariel Hogan</u>	<u>President</u>	<u>6yrs</u>	<u>General Manager</u> <u>Auto Body, Towing,</u> <u>Accounting, Secutrial</u>	<u>General Mana</u>

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

A1 Grand Auto Body has been in Contract for Towing  
with Nassau County for 10+ years.

[Signature]

President



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-08144-171

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

President / Manager Ariel Hogan

Manager Brian Hogan

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:

Garden City Police Department

ADDRESS:

347 Stewart Ave.

Garden City, New York 11530

TELEPHONE: (516) 742-9600 CONTACT PERSON Commissioner Kenneth Jackson

CONTRACT DATE:

2000

Former Commissioner Ernest Cipullo

2. REFERENCE'S NAME:

Nassau County Police 3rd Pct.

ADDRESS:

214 Hillside Ave.

Williston Park, New York 11596

TELEPHONE: 516 573 6336 CONTACT PERSON Eileen Lyons PSA/Impounds

CONTRACT DATE:

2005 / 2006

3. REFERENCE'S NAME:

Nassau County Police 4/5th Pct.

ADDRESS:

1699 Broadway

Hewlett, N.Y. 11557

TELEPHONE: 516 573 6435 CONTACT PERSON Rosemarie Bouton

CONTRACT DATE:

2005 / 2006

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

BIDDER SIGN HERE



President

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-08144-171

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



BIDDER

President

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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

BIDDER SIGN HERE

President

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

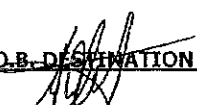
---

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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

BIDDER SIGN HERE



President

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

BIDDER SIGN HERE

*President*

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

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

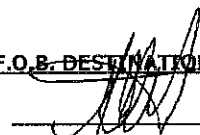
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that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

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

---

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

BIDDER SIGN HERE

  
\_\_\_\_\_  
BIDDER

*President*  
\_\_\_\_\_  
TITLE

**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.

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

**IMPORTANT**

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

**PERIOD COVERED:** Shall be for three (3) years from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (2) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order 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.**

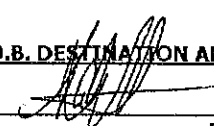
**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services will be made under contracts.

**INTENT**

**SCOPE:** It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing IMPOUND GARAGE CONTRACTS for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

BIDDER SIGN HERE



BIDDER

President

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

**AWARD:** If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

**\*\*\*\*\*BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID BOND, payable** to the County of Nassau for: **ONE THOUSAND DOLLARS (\$1,000.00)**. Upon the issuance and consummation of any Purchase Order by the Office of Purchase issued hereunder, the bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or Issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

**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.

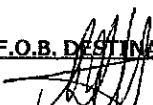
**GENERAL CONDITIONS:**

All repairs to be made in accordance with the Occupational Safety and Health Administration 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 BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE



President



**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

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 or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County 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.

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

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

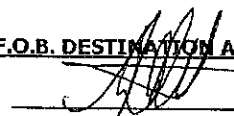
**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid 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 forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an 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.

Governing Law – 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.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

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

BIDDER SIGN HERE



BIDDER

President

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 13 day of August, 2014 as the act and deed of said Corporation or Partnership.

**Identifying Data:**

Potential Contractor: A1 Grand Auto Body, Inc.

Address:

Street: 105 Herricks Rd. / 98 Denton Ave.

City, Town, etc: Garden City Park, New York 11040

Telephone: (516) 294-4200 Title: \_\_\_\_\_

If applicable, responsible Corporate Officer

Name Ariel Hogan Title President

Signature: [Signature]

Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.**

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

BIDDER SIGN HERE

President

**GENERAL INSTRUCTIONS:** All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538**      **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

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

Bid document must be signed by proprietor, partner or corporate officer.

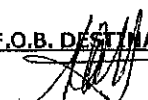
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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

BIDDER SIGN HERE



President

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

\*\*\*\*\*

**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 or 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.

Bid document must be signed by proprietor, partner or corporate officer.

Qualification statement must be completed and submitted with bid.

**METHOD OF BIDDING:** Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in Paragraph 6 on page 18 in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof.

**METHOD OF AWARD:** It is the intent of the County to award to the highest bidder meeting the requirements set forth in this bid. The County reserves the right to award by zone, by combination of zones, as a whole, or not at all, whichever the Deputy Director, Office of Purchasing, deems to be in the best interests of the County.

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

BIDDER SIGN HERE

BIDDER

*President*

CHANGES IN ANNUAL PAYMENT:

Should the County approve an increase or decrease in the maximum allowable charges, the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

METHOD OF PAYMENT: Payment shall be made to the County of Nassau monthly in advance at the rate of 1/12 of the annual price as determined by the award of this bid.

CONTRACT ADMINISTRATION: The Fiscal Administration of any contracts resulting from this bid will be performed by the Personnel and Accounting Bureau of the Police Department; i.e., collection of monies, notices of amounts due, etc.

The Operational Administration will be performed by the Nassau County Police Department.

SPECIAL NOTICE TO BIDDERS:

Nothing in this bid, nor in any documents issued as a result of this bid, shall supersede or abridge the authority of the Police Departments of the several local governments, except by their own request.

A criminal background investigation check will be conducted of all bidders and their employees. This investigation will be used to evaluate the bidders' qualifications to perform the services required.

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.
5. That he owns or possesses, and has at his immediate disposal, at time of bid opening, tow trucks and other equipment sufficient to serve the zones upon which he has bid, and based upon the average impounds per year as hereinafter indicated. Except as provided in Paragraph 7, a successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.

- 5a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, the minimum number of tow trucks required is – ONE (1).

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, the minimum number of tow trucks required is – TWO (2).

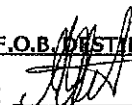
6. That he owns or leases premises, fenced and lighted, sufficient to store impounded vehicles. Such premises are to be within the boundaries of the zone bid or an adjacent zone. In the event of a bid of more than one zone, he shall be able to furnish the total required space and equipment necessary to serve all zones bid based upon the average impounds as shown for each zone herein. Vendors may be permitted to store vehicles at a secondary site, within the zone boundaries, upon written notice to precinct captain. Said secondary location shall be fenced and lighted in compliance with this section.
- 6a. MINIMUM REQUIREMENT: If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, he must own or possess space for the storage of a minimum of - 12 cars.

~~If the zone bid upon has an average number of impounds per year of twenty-five (25) or MORE,~~  
he must own or possess space for the storage of a minimum of – 30 cars.

NOTE: The historical number of impounds per month are attached to this bid and are based upon Police Department records.

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

BIDDER SIGN HERE



President

7. In the event of an accident requiring the removal of large or extremely heavy vehicles, such as trailer trucks, from the streets or highways located in this area awarded to him as a result of this bid, the successful bidder may call upon a towing company with sufficient heavy equipment to perform the necessary work. The successful bidder will be required to furnish the name of the auxiliary towing company and an attestation that the auxiliary has agreed to respond in the event of a call from the Nassau County Police Department and/or the successful bidder.
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~~) dollars, or in the event the annual contractual amount due exceeds ten thousand (\$10,000) 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 hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

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

BIDDER SIGN HERE

RYNDR

President

TTT C

12. ACCESS TO AUTOMOBILE: Upon request of the Nassau County Police Department, the Contractor will permit an automobile owner or his designee to access his impound vehicle to obtain his or her personal items.
13. EXTENDER PROVISION: The County of Nassau may extend the term of the contract if a successor contract for the respective zone(s) has not been executed.

SPECIAL NOTICE TO BIDDERS

- 1.0 The bidders must submit copies of the following documents with their bid:
- 1.1 DMV Registration of tow vehicle(s).
- 1.2 Required Towing License(s).
- 1.3 Driver's License(s) of Operator(s).
- 1.4 Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.
- 1.5 Submission of completed police forms included with this bid (make additional copies, if necessary).

FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF THIS BID.

- 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.

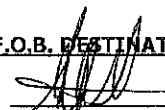
FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

---

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

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

BIDDER SIGN HERE



President



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 OFFICE OF PURCHASING

ATTN: FRAN FISHER (516)571-6679  
EMAIL: [ffisher@nassaucountyny.gov](mailto:ffisher@nassaucountyny.gov).

IMPOUNDING THE VEHICLE AND PLACEMENT  
IN A DESIGNATED COUNTY IMPOUND GARAGE

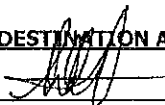
For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (23) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow 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:

IMPOUND RATES (MAXIMUM ALLOWABLE)

- |  |                            |
|--|----------------------------|
| a. Towing to a contractor's premises   |                            |
| i. Passenger cars, taxis and motorcycles   | \$125.00                   |
| ii. Commercial vehicles up to 8,000 pounds unladen   | \$200.00                   |
| iii. Commercial vehicles over 8,000<br>per each additional 4,000 pounds or part thereof                                      | \$200.00 plus \$15.00      |
| iv. Commercial vehicles that require a tow truck with a gross<br>vehicle weight rating of over 30,000 pounds                 | \$300.00                   |
| b. Towing from a contractor's premises to a County-owned storage facility  |                            |
| i. Passenger cars, taxis and motorcycles   | \$125.00                   |
| ii. Commercial vehicles  | \$200.00                   |
| c. Storage for each 24-hour period or part thereof for the first seven days  |                            |
| i. <del>Passenger cars, taxis and motorcycles</del>  | <del>\$20.00 per day</del> |
| ii. Commercial vehicles up to 30 feet in length  | \$30.00 per day            |
| iii. Commercial vehicles exceeding 30 feet in length   | \$35.00 per day            |
| d. Storage for each 24-hour period or part thereof for each day after the first seven days<br>up to the 30 <sup>th</sup> day |                            |
| i. Passenger cars, taxis and motorcycles   | \$25.00 per day            |

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

BIDDER SIGN HERE



President

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**

- ii. Commercial vehicles up to 30 feet in length \$35.00 per day
- iii. Commercial vehicles exceeding 30 feet in length \$40.00 per day
  
- e. Storage for each 24-hour period or part thereof for each day after the 30<sup>th</sup> day
  - i. Passenger cars, taxis and motorcycles \$30.00 per day
  - ii. Commercial vehicles up to 30 feet in length \$40.00 per day
  - iii. Commercial vehicles exceeding 30 feet in length \$45.00 per day
  
- f. Storage in a County-owned storage facility for each 24-hour period or part thereof
  - i. Passenger cars, taxis and motorcycles \$20.00 per day
  - ii. Commercial vehicles \$20.00 per day
  
- g. Brake test
  - i. Passenger cars, taxis and motorcycles \$60.00
  - ii. Commercial vehicles \$80.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

WHEN MOTOR VEHICLES ARE DIRECTED TO BE HELD FOR EVIDENCE OR OTHER REASONS, A REDUCED TOTAL CHARGE OF \$2.50/DAY WILL BE MADE FROM THE DATE OF THE OFFICIAL NOTIFICATION & REMAIN IN EFFECT UNTIL THE VEHICLE IS OFFICIALLY RELEASED.

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.

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

BIDDER SIGN HERE



President

NOTE: PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED THAT BID OFFERS WILL ONLY BE CONSIDERED IF YOUR MAIN PLACE OF BUSINESS IS LOCATED IN THE ZONE BEING BID OR THAT OF AN ADJOINING ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/DESCRIPTION.

NOTE: ZONES 1 & 4 MUST BE BID AS A UNIT.

ZONES 1 & 4

ZONE 1

All the territory within the following boundaries: Beginning at a point where the northern boundary line of the Incorporated Village of Plandome Manor meets Manhasset Bay, then northerly along the eastern coast of Manhasset Bay to Barker's Point, then northeasterly along the Long Island Sound Coast to the western coast of Hempstead Bay to the northern boundary line of the Incorporated Village of Flower Hill, then westerly along the northern boundary line of the Incorporated Village of Flower Hill, and following said boundary to the northeast boundary line of the Incorporated Village of Plandome Manor, and westerly along said boundary to the point of beginning.

ZONE 4

All the territory within the following boundaries: Beginning at a point where Valley Road (New Hyde Park Road) meets the northern extremity of the westbound Long Island Expressway service road, then northerly along the eastern extremity of Valley Road to a point where the northern boundary line of the Incorporated Village of Plandome Manor meets the east coast line of Manhasset Bay, then easterly along the northern boundary line of the Incorporated Village of Plandome Manor, to the northern boundary line of the Incorporated Village of Flower Hill, and following the boundary line of the Incorporated Village of Flower Hill to Hempstead Harbor, then northerly along the east coast of Hempstead Bay to the town line of the Townships of North Hempstead and Oyster Bay, then southeasterly along said lines to the southeastern boundary of the Incorporated Village of East Hills, then westerly along the southern boundary of the Incorporated Village of East Hills to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the point of beginning.

ZONES 1 and 4

BID OFFER

\$ 46,040.00 ANNUALLY

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

ZONES 2 & 5

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

BIDDER SIGN HERE

BIDDER

*President*

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 north westerly along the town line of the Townships of North Hempstead and Oyster Bay to the 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:

\$ 0 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 Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3

BID OFFER:

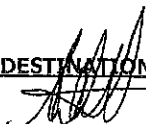
\$ 0 ANNUALLY

ZONE 6

All the territory within the following boundaries: Beginning at a point where the southern extremity of the eastbound Long Island Expressway service road meets the New York City Line, then easterly along the southern extremity of the eastbound Long Island Expressway service road to Willis Avenue, then southerly along the eastern extremity of Willis Avenue to Old Country Road, then westerly along the southern extremity of Old Country Road to Herricks Road, then westerly along the boundary lines of the Townships of Hempstead and North Hempstead to the New York City Line, then northerly along the New York City Line to the point of beginning.

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

BIDDER SIGN HERE



BIDDER

President

ZONE 6

BID OFFER:

\$ 55,602.00 ANNUALLY

ZONE 7

All the territory within the following boundaries: Beginning at a point where Willis Avenue meets the eastbound Long Island Expressway service road, then easterly along the southern extremity of the eastbound Long Island Expressway service road to the southeast boundary line of the Incorporated Village of East Hills, then following the eastern boundary line of the Incorporated Village of East Hills to the boundary lines of the Townships of North Hempstead and Oyster Bay. Then southeasterly and southerly along said town lines to Old Country Road, then westerly along the southern extremity of Old Country Road to Willis Avenue, then northerly along the eastern extremity of Willis Avenue to the point of beginning.

ZONE 7

BID OFFER:

\$ 46,608.00 ANNUALLY

ZONE 8

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the town line of the Townships of North Hempstead and Oyster Bay; then easterly along the southern extremity of Jericho Turnpike to the Nassau-Suffolk County line; then southerly along the Nassau-Suffolk County line to Old Country Road; then westerly along the southern extremity of Old Country Road to South Oyster Bay Road; then northerly along the eastern extremity of South Oyster Bay Road to the Northern State Parkway; then westerly along the southern extremity of the Northern State Parkway 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.

ZONE 8

BID OFFER

\$ 0 ANNUALLY

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 South Oyster Bay Road then southerly along the eastern extremity of South Oyster Bay Road 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 the Wantagh State Parkway to the point of beginning.

ZONE 9

BID OFFER

\$ 0 ANNUALLY

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

BIDDER SIGN HERE

BIDDER

President  
TITLE

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 the 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

\$ 34,660.00 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 Parkway to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11

BID OFFER

\$ 37,660.00 ANNUALLY

ZONE 12

All the territory within the following boundaries: Beginning at a point where Merrick Avenue meets Old Country Road, then easterly along the southern extremity of Old Country Road to Wantagh State Parkway, then southerly along the western extremity of Wantagh State Parkway to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to Merrick Avenue then northwesterly along the eastern extremity of Merrick Avenue to the point of beginning.

ZONE 12

BID OFFER

\$ Ø ANNUALLY

ZONE 13

All the territory within the following boundaries: Beginning at a point where Old Country Road meets South Oyster Bay Road, then easterly along the southern extremity of Old Country Road to the Nassau-Suffolk County Line, then southerly along the Nassau-Suffolk County Line to the Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along the boundary lines of the Townships of Hempstead and Oyster Bay, and northerly along the eastern extremity of South Oyster Bay Road to the point of beginning.

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

BIDDER SIGN HERE

President

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-08144-171

ZONE 13

BID OFFER

\$ 0 ANNUALLY

ZONE 14

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets the New York City Line, easterly along the southern extremity of the Southern State Parkway to the western boundary line of the Incorporated Village of Rockville Centre, south along the western boundary line of the Incorporated Village of Rockville Center to the southern boundary line of the Incorporated Village of Lynbrook and westerly along the southern boundary line of the Incorporated Village of Lynbrook and the southern boundary line of the Incorporated Village of Valley Stream to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 14

BID OFFER

\$ 0 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the 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 to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, 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, East Rockaway Channel, 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 to the point of beginning.

ZONE 15

BID OFFER

\$ 0 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

\$ 0 ANNUALLY

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

BIDDER SIGN HERE

President

ZONE 17

All the territory within the following boundaries: Beginning at a point where Newbridge Road meets the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the boundary lines of the Townships of Hempstead and Oyster Bay, then southerly along the boundary lines of the Townships of Hempstead and Oyster Bay to the Atlantic Coast (East Jones Beach), then westerly along then Atlantic Coast to Jones Inlet (Short Beach), then northeasterly through Jones Bay, then northerly through Broad Creek Channel and Baldwin Creek to Newbridge Road, then northerly along the eastern extremity of Newbridge Road to the point of beginning.

ZONE 17

BID OFFER

\$ 0 ANNUALLY

ZONE 18

All the territory within the following boundaries: Beginning at a point where the boundary lines of the Townships of Hempstead and Oyster Bay meet the Southern State Parkway, then easterly along the southern extremity of the Southern State Parkway to the Nassau-Suffolk County line, then southerly along the Nassau-Suffolk County Line to the Atlantic Coast, then westerly along the Atlantic Coast to the boundary lines of the Townships of Hempstead and Oyster Bay, then northerly along said boundaries to the point of beginning.

ZONE 18

BID OFFER

\$ 0 ANNUALLY

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) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard 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

\$ 0 ANNUALLY

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

BIDDER SIGN HERE

BTNNED

President

TITLE



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 Nassau County 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 Coast, then west along the Atlantic Coast to point in Reynolds Chanel to the New York City Line then following the northerly to the point of beginning.

ZONE 20

BID OFFER

\$ 0 ANNUALLY

ZONE 21

Notwithstanding the description of any other zone to the contrary, the entirety of the Long Island Expressway, from the New York City Line to the Nassau-Suffolk County line, including the east and westbound service roads and all underpasses and overpasses connecting to one or both of the service roads and all exits and entrances.

ZONE 21

BID OFFER

\$ 0 ANNUALLY

ZONE 22

Notwithstanding the description of any other zone to the contrary, the entirety of the Seaford-Oyster Bay Expressway, from its beginning to its end, including all entrances and exits.

ZONE 22

BID OFFER

\$ 0 ANNUALLY

ZONE 23

Notwithstanding the description of any other zone to the contrary, the entirety of Nassau County for the purpose of heavy duty towing.

ZONE 23

BID OFFER

\$ 0 ANNUALLY

---

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

BIDDER SIGN HERE

[Signature]  
BIDDER

President  
TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
9899-08144-171

Zone	2010	Total Impounds
1		5
2		42
3		53
4		208
5		23
6		212
7		177
8		273
9		341
10		492
11		751
12		243
13		252
14		187
15		216
16		237
17		193
18		248
19		136
20		128

Zone	2011	Total Impounds
1		4
2		62
3		56
4		193
5		89
6		180
7		179
8		152
9		237
10		456
11		719
12		179
13		165
14		125
15		149
16		233
17		181
18		150
19		140
20		100

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

BIDDER SIGN HERE

*[Handwritten Signature]*

*President*

Zone	2012	Total Impounds
1		6
2		44
3		50
4		258
5		41
6		247
7		233
8		180
9		307
10		503
11		576
12		219
13		214
14		238
15		207
16		135
17		161
18		180
19		173
20		93

Zone 21, 22, 23 are newly created and had previously been part of Zones 1-20. The above numbers include the areas that are now part of Zones 21-23

---

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

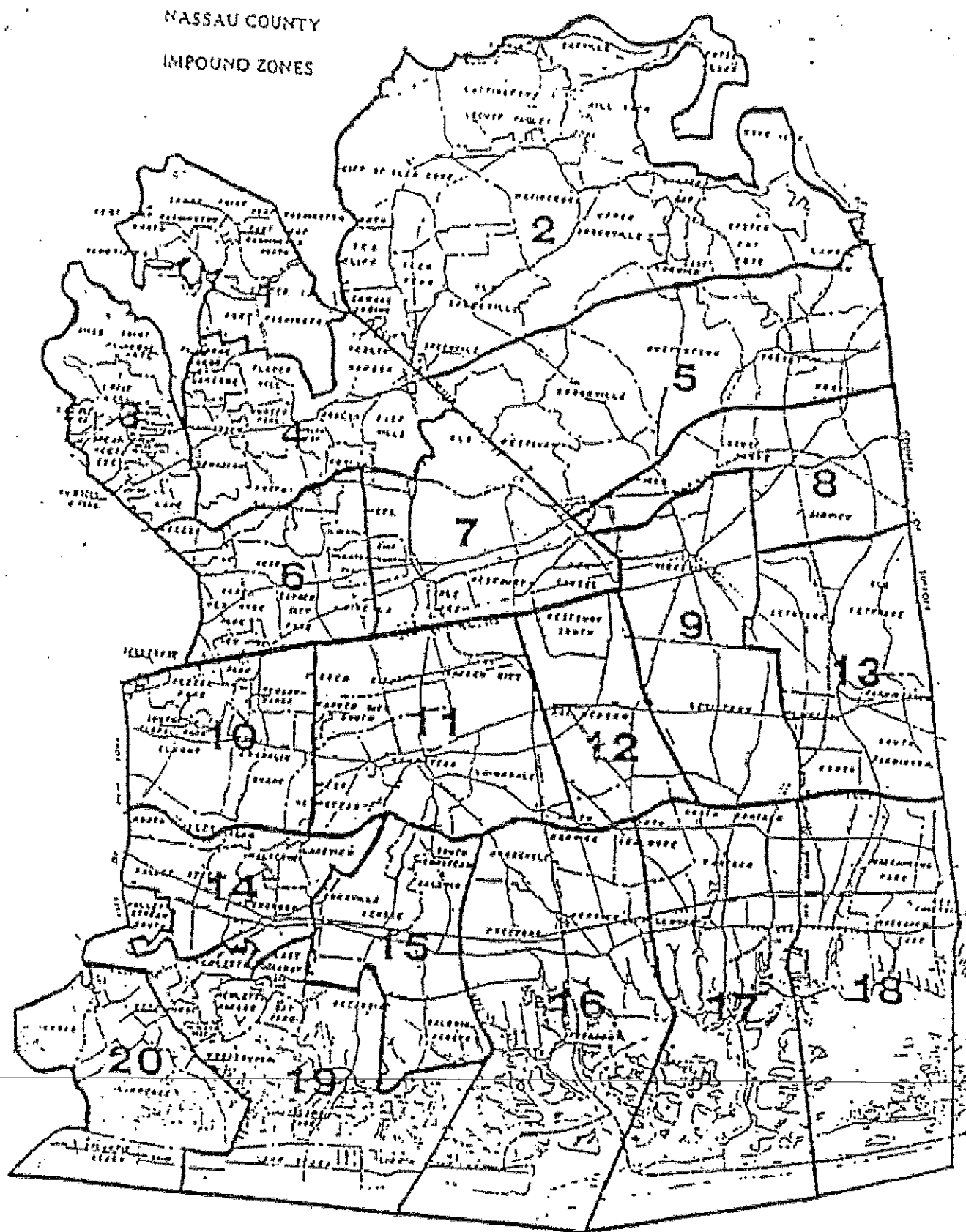
BIDDER SIGN HERE

  
BIDDER

  
TITLE

**OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
9899-08144-171**



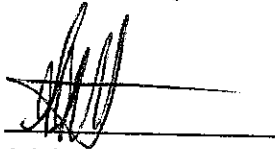
Onondaga

A1 Grand Auto Body Inc.  
105 Herricks Rd  
Garden City Park, NY, 11040  
(516) 294-4200 P (516) 294-5742 F  
DMV# 7087762  
TAXID# 11-3542226

Nassau County Office of Purchasing

To whom it may concern,

Our main contact person Richard Holecek whose email address was [A1GrandAutoBody@optonline.net](mailto:A1GrandAutoBody@optonline.net) is no longer with A1 Grand Auto Body Inc. Our new man contact person is Ariel Hogan (President) whose email address is [A1GrandAutoBody@me.com](mailto:A1GrandAutoBody@me.com) . You are here by authorized to give access to our vender data base account to Ariel Hogan.

A handwritten signature in black ink, appearing to read 'Ariel Hogan', is written over a horizontal line.

Ariel Hogan

President

[A1GrandAutoBody@me.com](mailto:A1GrandAutoBody@me.com)

A1 Grand Auto Body Inc.  
105 Herricks Rd  
Garden City Park, NY, 11040  
(516) 294-4200 P (516) 294-5742 F  
DMV# 7087762  
TAXID# 11-3542226

Nassau County Office of Purchasing

To whom it may concern,

Our main contact person Richard Holecek whose email address was [A1GrandAutoBody@optonline.net](mailto:A1GrandAutoBody@optonline.net) is no longer with A1 Grand Auto Body Inc. Our new man contact person is Ariel Hogan (President) whose email address is [A1GrandAutoBody@me.com](mailto:A1GrandAutoBody@me.com) . You are here by authorized to give access to our vender data base account to Ariel Hogan.

A handwritten signature in black ink, appearing to read 'Ariel Hogan', is written over a horizontal line.

Ariel Hogan

President

[A1GrandAutoBody@me.com](mailto:A1GrandAutoBody@me.com)



## New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166  
Phone: (631) 756-4000

### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\*

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

**POLICYHOLDER**

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

**CERTIFICATE HOLDER**

NASSAU COUNTY POLICE DEPT  
1490 FRANKLIN AVE  
MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
		10/15/2013 TO 10/15/2014	8/13/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369605-9 UNTIL 10/15/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790

VALIDATION NUMBER: 207666289



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166  
Phone: (631) 756-4000

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\*

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

### POLICYHOLDER

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PARK NY 11040

### CERTIFICATE HOLDER

NASSAU COUNTY POLICE DEPT  
1490 FRANKLIN AVE  
MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
1369 605-9		10/15/2014 TO 10/15/2015	8/13/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 678860546





New York State Department of Motor Vehicles  
**OFFICIAL BUSINESS  
CERTIFICATE**

THIS CERTIFICATE EXPIRES 06/30/14  
FACILITY IDENTIFICATION NO. 7087762 RS

Validation Date and Number: 05/01/12 03326

This person is REGISTERED AS A  
REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

A1 GRAND AUTO BODY INC  
105 HERRICKS RD  
GARDEN CITY PK NY 11040



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

MV-61P (11/95)

New York State Department of Taxation and Finance  
**Certificate of Authority**

Identification number



(Use this number on all returns and correspondence)



**VALIDATED**

**1/25/2010**

Dept of Tax  
and Finance

A1 GRAND AUTO BODY INC.  
105 HERRICKS RD  
GARDEN CITY NY 11040-5341

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.  
The certificate may not be photocopied or reproduced.

4050111080098

1DC3 - 0260635 P0000371 - 01

DTF-17-A-R (11/08)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2014

## PRODUCER

Marino Coverage Group  
752 Hempstead Turnpike  
Franklin Square, NY 11010  
516-354-0660

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

A-1 Grand Auto Body Inc.  
105 Herricks Road  
Garden City Park, NY 11040

## INSURERS AFFORDING COVERAGE

## NAIC#

INSURER A: Nationwide Mutual Fire Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	GENERAL LIABILITY	[REDACTED]	10/24/13	10/24/14	EACH OCCURRENCE \$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GENERAL AGGREGATE \$ 2,000,000				
A		AUTOMOBILE LIABILITY	[REDACTED]	10/24/13	10/24/14	PRODUCTS - COMP/PROP AGG \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$					
A		GARAGE LIABILITY	[REDACTED]	10/24/13	10/24/14	AUTO ONLY - EA ACC DENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS / UMBRELLA LIABILITY				AUTO ONLY AGG \$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				EACH OCCURRENCE \$ 2,000,000
A		DEDUCTIBLE	[REDACTED]	10/24/13	10/24/14	AGGREGATE \$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				\$
		ANY PROPRIETOR/OWNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				\$
A		OTHER	[REDACTED]	10/24/13	10/24/14	WC STATUS - TORY LIMITS \$
		Garagekeepers				OTH-ER \$
						E.L. EACH ACC DENT \$
						E.L. DISEASE - EA EMPLOYEE \$
		E.L. DISEASE - POLICY LIMIT \$				
		Comp/Coll \$300,000				
		Deductible \$500/\$1000				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement. Covered vehicles: 2008 Ford [REDACTED]  
2008 Ford [REDACTED]

## CERTIFICATE HOLDER

Nassau County Police Department  
1550 Franklin Avenue  
Mineola, NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

## REFERENCES

4/7/2014

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 Marino Coverage Group 752 Hempstead Turnpike Franklin Square, NY 11010		CONTACT NAME PHONE (A/C No. Ext.) 516-354-0660 FAX (A/C No.) 516-354-1009 E-MAIL ADDRESS	
INSURED		INSURER'S AFFIRMING COVERAGE	
A-1 Grand Auto Body Inc.		INSURER A: Nationwide Mutual Fire Insurance Company	
105 Herricks Road		INSURER B	
Garden City Park, NY 11040		INSURER C	
516-294-4200		INSURER D	
		INSURER E	
		INSURER F	

## COVERAGES

CERTIFICATE NUMBER:

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

WORK Y/N	TYPE OF INSURANCE	ADD. BODILY INJ. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (Y/Y)	POLICY EXP. DATE (Y/Y)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	[REDACTED]	10/24/13	10/24/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 \$ 300,000 REG EXP (any one person) \$ 5,000 PERSONAL AND PROP. \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPR ISO \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY/AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SEPARATED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	10/24/13	10/24/14	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBERELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED. RETENTION \$		[REDACTED]	10/24/13	10/24/14	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE \$ OTHER \$
	WORKERS COMPENSATION ON EMPLOYERS LIABILITY ANY PROPRIETARY/INTELL. EXECUTIVE OFFICER/EMPLOYEE \$400,000 Mandatory in NY Types describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY-ANY \$
A	Garagekeepers		[REDACTED]	10/24/13	10/24/14	Comp/Coll \$300,000
A	On Hook					Deductible \$500/\$1000
						On Hook \$300,000

DESCRIPTION OF OPERATION/LOCATION/VEHICLE (ACCORDING TO Additional Remarks Section, may be classified if more space is required)

The Certificate Holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement.

Covered vehicles:

CERTIFICATE HOLDER	CANCELLATION
<p>Nassau County Police Department          1550 Franklin Avenue          Mineola, NY 11501</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>MJ Marino</i></p>

Keep this document to show to the police and courts.

NY-639CR (12/13) NEW YORK STATE REGISTRATION DOCUMENT



3 TOW

2008 FORD NONTRANSFERABLE

TOW WH

19500 D 8 MAR 12 2014

Wt/Seats Fuel/Cyl

WEB WEBCDA

A1 GRAND AUTO BODY Expires 04/30/15  
INC >DEMA<

105 HERRICKS RD 116.00

GARDEN CITY PK NY 11040 ANNUAL CHG  
AMT PAID (INCL ADD CHG)

169396CS VOID IF ALTERED EXCEPT FOR ADDRESS 181.00



Keep this document to show to the police and courts.

NY-639CR (12/13) NEW YORK STATE REGISTRATION DOCUMENT



G TOW

2008 FORD NONTRANSFERABLE

TOW WH

17950 D 8 MAR 12 2014

Wt/Seats

Fuel/Cyl

WEB WEBCDA

A1 GRAND AUTO Expires 04/30/16  
BODY INC >DEMA<

105 HERRICKS RD 107.00

GARDEN CITY PK NY 11040 ANNUAL CHG  
AMT PAID (INCL ADD CHG)

069395CS VOID IF ALTERED EXCEPT FOR ADDRESS 344.00



**NEW YORK STATE INSURANCE IDENTIFICATION CARD**

## Name &amp; Address of Issuer

230  
NATIONWIDE MUTUAL FIRE INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

## Agency

Marino Coverage Group Inc  
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY  
INC  
105 HERRICKS RD  
GARDEN CITY, NY 11040-5341



FS-20

## Policy Number

## Effective Date

10/24/2013  
12:01 a.m.

## Expiration Date

10/24/2014  
12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2008  
Year

FORD  
Make

Vehicle Identification Number

Marino Coverage Group Inc  
FRANKLIN SQUARE NY 11010-4326  
INSURED A-1;GRAND;AUTO;BODY  
INC

POLICY NUMBER  
ACCOUNT NUMBER  
Customer Service: (516)354-0660  
Claims Reporting: (800)421-3535

**NEW YORK STATE INSURANCE IDENTIFICATION CARD**

## Name &amp; Address of Issuer

230  
NATIONWIDE MUTUAL FIRE INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

## Agency

Marino Coverage Group Inc  
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY  
INC  
105 HERRICKS RD  
GARDEN CITY, NY 11040-5341



FS-20

## Policy Number

## Effective Date

10/24/2013  
12:01 a.m.

## Expiration Date

10/24/2014  
12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

2008  
Year

FORD  
Make

Vehicle Identification Number

Marino Coverage Group Inc  
FRANKLIN SQUARE NY 11010-4326  
INSURED A-1;GRAND;AUTO;BODY  
INC

POLICY NUMBER  
ACCOUNT NUMBER  
Customer Service: (516)354-0660  
Claims Reporting: (800)421-3535

FAX: Scannable Bar Code

FAX INSTRUCTIONS:



1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second card and large bar code will be retained.
3. A faxed ID card must be replaced with a scannable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scannable barcode.

# NEW YORK STATE INSURANCE IDENTIFICATION CARD

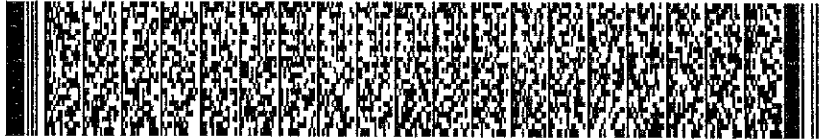
Name & Address of Issuer

230  
NATIONWIDE MUTUAL FIRE INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Agency  
Marino Coverage Group Inc  
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY  
INC  
105 HERRICKS RD  
GARDEN CITY, NY 11040-5341



FS-20

Policy Number

Effective Date 10/24/2013 12:01 a.m.  
Expiration Date 10/24/2014 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)  
Applicable with respect to the following Motor Vehicle:

2008 FORD  
Year Make

Vehicle Identification Number

Marino Coverage Group Inc  
FRANKLIN SQUARE NY 11010-4328  
INSURED A-1;GRAND;AUTO;BODY  
INC  
POLICY NUMBER  
ACCOUNT NUMBER  
Customer Service: (516)354-0660  
Claims Reporting: (800)421-3535

# NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer

230  
NATIONWIDE MUTUAL FIRE INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Agency  
Marino Coverage Group Inc  
(516)354-0660

An authorized New York insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the New York Vehicle and Traffic Law to:

A-1;GRAND;AUTO;BODY  
INC  
105 HERRICKS RD  
GARDEN CITY, NY 11040-5341



FS-20

Policy Number

Effective Date 10/24/2013 12:01 a.m.  
Expiration Date 10/24/2014 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)  
Applicable with respect to the following Motor Vehicle:

2008 FORD  
Year Make

Vehicle Identification Number

Marino Coverage Group Inc  
FRANKLIN SQUARE NY 11010-4328  
INSURED A-1;GRAND;AUTO;BODY  
INC  
POLICY NUMBER  
ACCOUNT NUMBER  
Customer Service: (516)354-0660  
Claims Reporting: (800)421-3535

FAX: Scanable Bar Code

FAX INSTRUCTIONS:



<sup>1</sup> The entire page must be faxed.  
If submitted to DMV, either the entire page or the second card and large bar code will be retained.  
A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.  
DMV will not accept a faxed ID card without a scanable barcode.

Keep this document to show to the police and courts.

NY-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT



TOW  
29440TW  
1995 INTER NONTRANSFERABLE  
POW WH  
21446 D 8 I3479132 APR 29 2008  
Wt/Seats Fuel/Cyl WEB WEBCDA  
A1 GRAND AUTO BODY Expires 01/31/09  
INC >DEMA<  
105 HERRICKS RD 127.00  
GARDEN CITY PK NY 11040 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
569688BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00



Keep this document to show to the police and courts.

NY-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT



TOW  
24142TW  
1993 FORD NONTRANSFERABLE  
FLAT BK  
8700 D 8 I3479142 APR 29 2008  
Wt/Seats Fuel/Cyl WEB WEBCDA  
A1 GRAND AUTO BODY Expires 06/30/08  
INC >DEMA<  
105 HERRICKS RD 53.25  
GADEN CITY PK NY 11040 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
569686BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00



Keep this document to show to the police and courts.

NY-639CR (5/07) NEW YORK STATE REGISTRATION DOCUMENT



TOW  
24112TW  
1995 CHEVR NONTRANSFERABLE  
POW WH  
13479095 APR 29 2008  
Wt/Seats Fuel/Cyl WEB WEBCDA  
A1 GRAND AUTO BODY Expires 01/31/10  
INC >DEMA<  
105 HERRICKS RD 53.25  
GARDEN CITY PK NY 11040 ANNUAL CHG  
AMT PAID (INCL ADD CHG)  
569687BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00





# VEHICLE REGISTRATION



A1 Grand Auto Body Inc.  
105 Herricks Rd.  
Garden City Park NY 11040  
(516) 294-4200 Phone  
(516) 294-5742 Fax

To whom it may concern,

I, Chester's Towing & Recovery located at 4 Beechwood Ave, Port Washington, NY 11050 am in agreement with A1 Grand Auto Body Inc. that in the event of an accident requiring the removal of a large or heavy vehicle within their zones we will respond and tow the vehicle to A1 Grand Auto Body's location.

  
Chester's Towing & Recovery

---

**CHESTER'S HEAVY DUTY TOWING & RECOVERY**

US DOT # 1546619  
MC - 674756  
Road Service  
Air Cushion Recovery  
Crane Service

4 Beechwood Avenue  
PORT WASHINGTON, NEW YORK 11050  
(516) 883-0547  
Fax: (516) 883-0863

Est. 1926  
Trucks  
Auto  
Buses  
Trailer Service

**DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.



GG384863



04/30/15

4

&gt;DEMA&lt; HD

1991 INTER TOW

TOW 2 G

15



NEW YORK STATE REGISTRATION DOCUMENT

G TOW

1991 INTER NONTRANSFERABLE

TOW RD

Wt/Seat Fuel/Cyl

HEHNS TOWING AND

RECOVERY INC

4 BEECHWOOD AVE

PT WASHINGTON NY 11050

Expires 04/30/15

&gt;DEMA&lt;

208.25

ANNUAL CHG  
AMT PAID (INCL APP CHG)

80.25

GG384863 VOID IF ALTERED EXCEPT FOR ADDRESS



VISA 0074 075714

80.25

05/27/2014 15:14

6317616636

KAG

PAGE 02/02

**NEW YORK STATE INSURANCE IDENTIFICATION CARD**

484 New South Insurance Co

Name &amp; Address of Issuer

KIMBERLY GRAZIANO

631-761-6633

3760 EXPRESS DRIVE SOUTH  
ISLANDIA, NY 11749An authorized NEW YORK insurer has issued an Owner's Policy of  
Liability Insurance complying with Article 6 (Motor Vehicle Financial  
Security Act) of the NEW YORK Vehicle and Traffic Law to:HEHNS, TOWING AND  
RECOVERY, INC  
4 BEECHWOOD AVENUE  
PORT WASHINGTON NY 11050

Policy Number

Effective Date

05/27/2014

12:01 a.m.

(Not acceptable to obtain registration  
after 45 days from effective date.)Applicable with respect to the following  
Motor Vehicle:

1991

Year

Expiration Date

05/16/2015

12:01 a.m.

(Not acceptable to obtain registration  
after 45 days from effective date.)Applicable with respect to the following  
Motor Vehicle:

INTER

Make

Vehicle Identification Number

**\*REPLACEMENT VEHICLE\***  
**TOW TRUCK**THIS ID CARD MUST BE CARRIED  
IN THE INSURED VEHICLE FOR  
PRODUCTION UPON DEMANDWARNING: Any person who issues  
or produces an ID card knowing that  
an Owner's Policy of Insurance is not in  
effect may be committing a misdemeanor.  
In addition, a person who presents  
an ID card if insurance is not in  
effect may be committing a  
misdemeanor.The name of the registrant and the  
name of the insured must coincide.REPLACEMENT VEHICLE NOTATION:  
DMV WILL ONLY PROCESS A VEHICLE  
CHANGE (RE-REGISTRATION) USING  
THE REPLACED VEHICLE'S CURRENT  
REGISTRATION.

F5-20

**TOP DON'T PEEL STICKER FROM FRONT - SEE BACK!**

Keep this document to show to the police and courts.

759424CQ

&gt;DEMA&lt; HD

10/31/14

10

2000 FREIG TOW  
TOW 8 G

14

NEW YORK STATE REGISTRATION DOCUMENT

G TOW

200001N

2000 FREIG NONTRANSFERABLE

TOW 8H

54000

OCT 24 2013

WEB WEBCDA

HEHNS TOWING AND

Expires 10/31/14

RECOVERY INC

&gt;DEMA&lt;

4 BEECHWOOD AVE

321.25

PRT WASHINGTON NY 11050

ANNUAL CHG

759424CQ

ANY PARTS (INCL. ADD. CHG)

386.25

X0003068

05011 AN NOLNHSVM 1RT  
4 BEECHWOOD AVE  
RECOVERY INC  
HEHNS TOWING AND

19351281

Thank you for insuring with us! Here are your identification cards for proof of insurance.

FS-20

**National General** Insurance**NEW YORK STATE INSURANCE IDENTIFICATION CARD**

484 New South Insurance Company  
Name & Address of Issuer  
National General Insurance  
PO Box 3199  
Winston Salem, NC 27102-3199

An authorized NEW YORK insurer has issued an Owner's Policy of  
Liability Insurance complying with Article 6 (Motor Vehicle Financial  
Security Act) of the NEW YORK Vehicle and Traffic Law to:

HEHNS;TOWING;AND;RECOVERY;INC  
4 BEECHWOOD AVE  
PORT WASHINGTON, NY 11050-3713

**POLICY NUMBER**

200001N

**EFFECTIVE DATE**

5/16/2014

**EXPIRATION DATE**

5/16/2015

12:01 A.M.

12:01 A.M.

(Not acceptable to obtain registration after  
45 days from effective date.)

Applicable with respect to the following  
Motor Vehicle:

2000

FRHT

Year

Make

Vehicle Identification Number

Report all accidents immediately to:  
National General Insurance  
Toll free at: 1-800-488-3486

THIS ID CARD MUST BE CARRIED  
IN THE INSURED VEHICLE FOR  
PRODUCTION UPON DEMAND.  
WARNING: Any person who issues  
or produces an ID card knowing that  
an Owners Policy of Insurance is not  
in effect may be committing a  
misdemeanor. In addition, a person  
who presents an ID card if insurance  
is not in effect may be committing a  
misdemeanor.

The name of the registrant and the  
name of the insured must coincide.  
REPLACEMENT VEHICLE NOTATION:  
DMV WILL ONLY PROCESS A VEHICLE  
CHANGE (RE-REGISTRATION) USING  
THE REPLACED VEHICLE'S CURRENT  
REGISTRATION.

\*TOW TRUCK

MOD: 01

10324(01012011)



**TOWN OF OYSTER BAY**  
**OFFICE OF THE TOWN CLERK**  
 AUDREY AVE. OYSTER BAY, NY 11771  
 Telephone (516) 624-6322

RECIPROCAL

LICENSED TOW-CAR OWNER

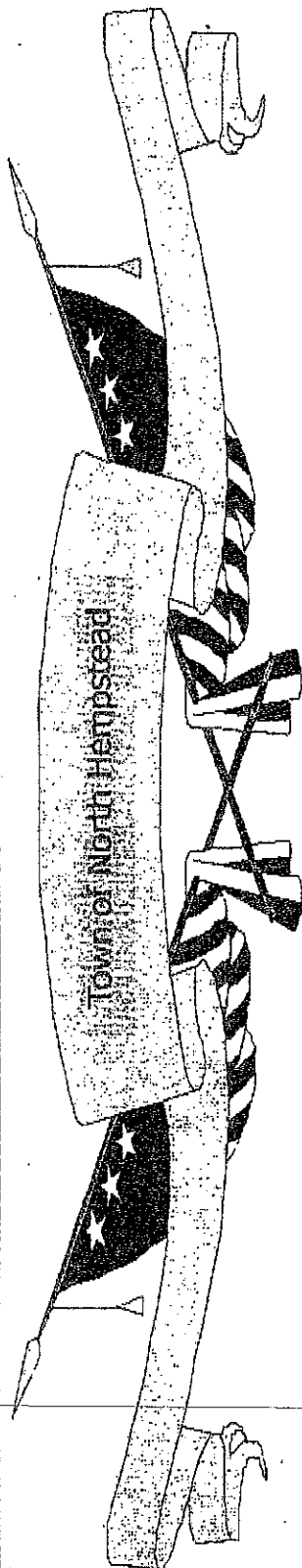
UNRESTRICTED

6

NAME OF LICENSE OWNER		
Chester's Towing & Recovery		
STREET ADDRESS		
4 Blackwood Avenue		
POST OFFICE		STATE
Port Washington		NY
ZIP CODE		11050
NUMBER OF VEHICLES	NUMBERS ISSUED	THIS LICENSE EXPIRES
4	20-23	6/30/2015

TC-10-4C (5/10)

TOWN CLERK



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 :

Hehn's Towing & Recovery, Inc.

Office/Terminal Located :

4 Beechwood Avenue , Port Washington, NY 11050

Storage Facility Located:

4 Beechwood Avenue , Port Washington, NY 11050

License No:

Hehn

Expires:

June 30, 2015

Issued By:

AMA

6/30/2014

Date

By Direction of:

*Wayne H. Wink Jr.*

Wayne H. Wink Jr., Town Clerk





**OFFICE OF THE TOWN CLERK**  
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550  
**NASRIN G. AHMAD**  
TOWN CLERK

DATE June 30, 2014 RECEIPT NO. 201419793

RECEIVED FROM Nicholas E. Stein

FOR 1 Tow Car Driver License-Current

ID/Control #: 0157

TOTAL PAID \$20.00

METHOD OF PAYMENT Cash

SENT TO

\* RENEWAL 2014/2015

EP



**OFFICE OF THE TOWN CLERK**  
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550  
**NASRIN G. AHMAD**  
TOWN CLERK

DATE June 27, 2014 RECEIPT NO. 201419472

RECEIVED FROM A1 Grand Auto Body & Towing

FOR 1 TCO-UT-Renewal-1st veh + 1 add veh

ID/Control #: APP'L 102

TOTAL PAID \$200.00

METHOD OF PAYMENT Check

SENT TO

Medallion Issued: 154-155



**OFFICE OF THE TOWN CLERK**  
1 WASHINGTON STREET, HEMPSTEAD, NEW YORK 11550  
**NASRIN G. AHMAD**  
TOWN CLERK

DATE June 30, 2014 RECEIPT NO. 201419790

RECEIVED FROM Brian R. Sherwood

FOR 1 Tow Car Driver License-Current

ID/Control #: 0158

TOTAL PAID \$20.00

METHOD OF PAYMENT Cash

SENT TO

\* RENEWAL 2014/2015

EP

---

# INC. VILLAGE OF MINEOLA

155 Washington Avenue, Mineola, N.Y. 11501

## License To Do Business

License No. 12129

A License, pursuant to Article II of  
the Village Law granted to:

FOR A1 GRAND Auto Body, Inc.  
Name: Tow Car Licenses # 213 + Drivers # (3)

Company: A1 Grand Auto Body Inc.

Date from: 3/3/14

Date to: 1/31/15

Fee: 185.00

Dated: 3-3-14

Approved by: Joseph Scusa

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

Issued for the Village of Mineola

Fee Paid \$10.00

License No. 3

By [Signature] Village Clerk



**Description of Vehicle**

Make FORD

Year 2008

Model WRECKER

Motor Vehicle

License Plate # [REDACTED]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

GARDEN CITY

P.O. Address PARK

License No. 2

Fee Paid \$125.00

Date Issued 3/3/14

**Village of Mineola**

**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

Joseph R Scaler

NOT TRANSFERABLE

**Description of Vehicle**

Make FORD

Year 2008

Model FLAT BED

Motor Vehicle

License Plate # [REDACTED]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

GARDEN CITY

P.O. Address PARK, NY

License No. 3

Fee Paid \$50.00

Date Issued 3/3/14

**Village of Mineola**

**Licensed Tow Car**

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

JPM

NOT TRANSFERABLE

Permit No. 2014-027

# Village Permit

This Is Evidence That:

A 1 GRAND AUTO BODY  
105 HERRICKS ROAD  
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

## Inc. Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the  
Holder Is Authorized to Operate a Tow Car Company.  
This Permit Is Non Transferable.. All Required Fees Have Been Paid.  
This Permit Expires on January 31, 2015.

2-6-14

Issue Date



Issuing Officer

Town of North Hempstead

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 : Grand Auto Body Inc.

Office/Terminal Located : 98 Denton Ave , Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave , Garden City Park, NY 11040

License No: Hogan

Expires: June 30, 2015

Issued By: AMA  
6/30/2014

Date



By Direction of:

Wayne H. Wink Jr., Town Clerk



OFFICE OF PURCHASING  
COUNTY OF NASSAU - STATE OF NEW YORK  
1 West Street - Mineola, N.Y. 11501

METROPOLITAN DATA INVITATION TO BID: 23  
Attn: JOHN Friedfertig BIDS WILL BE ACCEPTED UNTIL 2:00 PM ON October 23, 2014  
REQUISITION NUMBER: RQCC14000093 Page 1 of 1

Prices submitted under this bid to be firm for a period of 90 days from the date of the bid. All bids must be

F.O.B. Destination and include delivery within doors unless otherwise noted Buyer: **Timothy Funaro**

Tel: (516) 571-7720

Fax (516) 571-4263

E-mail tfunaro@nassaucountyny.gov

BIDDER FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	10	Boxes	ID STOCK CARDS #CDPVCCR8030WH (WHITE) ITEM #CR8030 WHITE QUANTITY BEING ORDERED IS 10 BOXES AT 500 PER BOX FOR A TOTAL OF 5000 CARDS	\$ 35.00	\$ 350.00
2	50	Rolls	ID LAMENATE POLYGUARD 1 MIL/CLEAR ITEM NUMBER 81789	\$ 53.75	\$ 2,687.50

ALL ITEM NUMBERS LISTED ARE IDENTIFICATION DATA & IMAGING NUMBERS BIDDERS CAN BID TO SPECIFICATIONS OR EQUAL

Ship to : Nassau County Correctional Center 100 Carman Ave. East Meadow, N.Y. 11554

Prices Based on our NYS Contract PT68105

Manufacture Fargo & PVC Your Phone Number 516 586-5520 x108  
Terms: Net 30 Delivery Date: 10 DAYS Include shipping charges if any  
Signature & Title Jonathan Friedfertig VP Date Signed 10/21/14  
Print Name: Jonathan Friedfertig VP of Service  
jfriedfertig@mds-Ltd.com FAX 516 586-5526

**NEW YORK STATE**  
Commissioner of Motor Vehicles

**DRIVER LICENSE**



ID: [REDACTED] CLASS D

[REDACTED] 040

DOB: [REDACTED]

SEX: F EYES: BR HT: 5-03  
C: NONE  
R: NONE

ISSUED: 10-28-11 EXPIRES: 12-03-19 HJ2XTVWV08



NEW YORK STATE

DRIVER LICENSE

UNDER 21 *Edward J. Hill*

*[Redacted]*

Class C

*[Redacted]*

Express *[Redacted]*

Sex M Eyes BRO

Height 5'-05"

Weight *[Redacted]*

E W

R NONE

LB32AUVR01



HOGAN

JOSEPH, THOMAS

106 NORMAN ST

NEW HYDE PARK, NY 11040

*[Redacted]*

*[Redacted]*

UNDER 21 UNTIL

SEP 85



JOSEPH, THOMAS

NEW YORK STATE  
Commissioner of Motor Vehicles

**DRIVER LICENSE**

ID: [REDACTED] CLASS C

HOGAN  
BRIAN, J

[REDACTED]

DOB: 01-20-1978

SEX: M EYES: BL HT: 5-08

W: [REDACTED]

ISSUED: [REDACTED]

2PC455H002

*Brian Hogan*

ORGAN DONOR

NEW YORK STATE

DRIVER LICENSE

ID: [REDACTED] CLASS CM

[REDACTED]

DOB: [REDACTED]

SEX M EYES BL HT 5-00

W

NONE

ISSUED: 12-08-11 EXPIRES 03-03-16 ANG40000



# NEW YORK STATE

Department of Motor Vehicles



*Brian J. Smith*

## COMMERCIAL DRIVER LICENSE

ID: [REDACTED] CLASS B

SHERWOOD

NEW HYDE PARK NY 10960

DOB: [REDACTED]

SEX: M EYES: BR HT: 5-10

NPW

R: A3-L1

ISSUED: 02-06-13 EXPIRES: 07-13-21 DAYKHSBPUS

# NEW YORK STATE

Executive Deputy Commissioner of Motor Vehicles



## DRIVER LICENSE

ID: [REDACTED] CLASS C

[REDACTED]

[REDACTED]

DOB: [REDACTED]

SEX: M EYES: HA HT: 5-01

W:

R: NONE

ISSUED: 02-03-11 EXPIRES: 05-27-16

SKZ776JL03



ORGAN DONOR

*Christina M. [Signature]*

# **REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 300 Park Avenue, L.I., LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 2,000 square foot parking lot near the corner of Herricks Road and Broadway and 3,000 square foot parking lot near the corner of Herricks Road and Park Avenue in Garden City Park (the "Premises") NY 11040 for a total of 5,000.

**TERM.** The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,300.00, payable in advance on the first day of each month, for a total lease payment of \$15,600.00. Lease payments shall be made to the Landlord at 300 Park Avenue, L.I., Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the

contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership

existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

300 Park Avenue, L.I., LLC  
300 Park Ave  
Garden City Park, NY 11040

**TENANT:**

A1 Grand Auto Body  
105 Herricks Road  
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

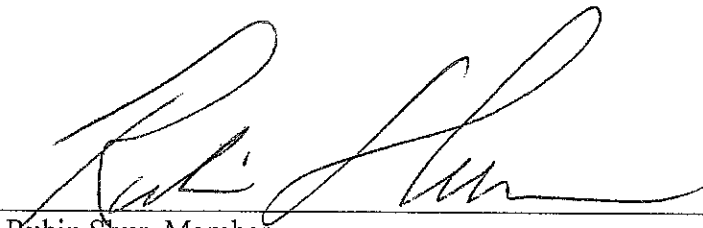
**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

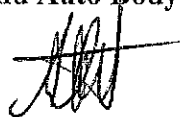
**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

**LANDLORD:**  
300 Park Avenue, L.I., LLC

By:  Date: December 18, 2013  
Rubin Shur, Member

**TENANT:**  
A1 Grand Auto Body

By:  Date: December 18, 2013  
Ariel Hogan (President)

# **REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between New York Packaging II LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 10,000 square foot parking lot at the 135 Fulton Ave in Garden City Park (the "Premises") Located at 135 Fulton Ave, Garden City Park, NY 11040

**TERM.** The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,600.00, payable in advance on the first day of each month, for a total lease payment of \$19,200.00. Lease payments shall be made to the Landlord at 135 Fulton Ave, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation

within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership



existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

New York Packaging II LLC  
135 Fulton Ave  
Garden City Park, NY 11040

**TENANT:**

A1 Grand Auto Body  
105 Herricks Road  
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

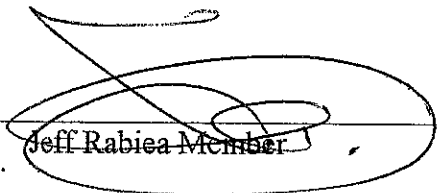
**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

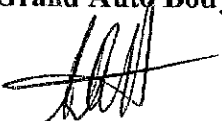
**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

**LANDLORD:**  
**NEW YORK PACKAGING II LLC**

By:  \_\_\_\_\_ Date: December 18, 2013  
Jeff Rabiea Member

**TENANT:**  
**A1 Grand Auto Body**

By:  \_\_\_\_\_ Date: December 18, 2013  
Ariel Hogan (President)  
\_\_\_\_\_

# REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 121 Bedell Street Properties ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 5,000 square foot parking garage (the "Premises") 121 Bedell street, Hempstead, NY, 11550

**TERM.** The lease term will begin on January 1, 2014, and will terminate on December 31, 2025.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$3,000.00, payable in advance on the first day of each month, for a total lease payment of \$36,000.00. Lease payments shall be made to the Landlord at 121 Bedell Street Properties LLC, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

121 Bedell Street Properties  
121 Bedell st.  
Hempstead NY 11550

**TENANT:**

A1 Grand Auto Body  
105 Herricks Road  
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

**LANDLORD:**

**300 Park Avenue, L.L., LLC**



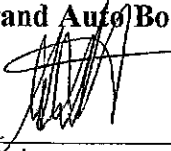
By: \_\_\_\_\_

121 Bedell Street Properties LLC

Date: December 18, 2013

**TENANT:**

**A1 Grand Auto Body**



By: \_\_\_\_\_

Ariel Hogan (President)

Date: December 18, 2013

LEASE dated 12/1/2011

between Denton Avenue Properties, LLC and Grand Auto Body, Inc

having a place of business at 96 Denton Avenue, Garden City Park, New York 11040 (hereinafter called "Landlord"),

and Denton Avenue Properties, LLC, a New York corporation

having a place of business at 96 Denton Avenue, Garden City Park, NY 11040 Grand (hereinafter called "Tenant").

### WITNESSETH:

1. Demise of Premises, Term and Rent. Landlord does hereby lease and demise to Tenant, and Tenant does hereby hire and take from Landlord, subject to any ground leases and/or underlying leases and/or mortgages as hereinafter provided, and upon and subject to the covenants, agreements, term, provisions and conditions of this Lease for the term hereinafter stated, the portion of the store premises and the portion of the basement each more specifically shown, respectively, hatched and cross-hatched on the plans attached hereto as Exhibits "A" and "B", said demised premises, together with all fixtures, equipment, improvements, installations and appurtenances which at the commencement of or during the term of this Lease are thereto attached (except items not deemed to be included therein and removable by Tenant as provided in Article 4 of this Lease) are hereinafter called the "premises", and the plot of land on which the Building has been constructed is hereinafter called the "Land".

The term of this Lease shall commence on 12-1-2011 (subject to postponement of said specific date as provided in Article 2 hereof) or on such earlier date as Tenant shall occupy the premises or any part thereof with the consent of Landlord for the purpose of carrying on the normal functions of Tenant's business (such date for the commencement of the term hereof being hereinafter called the "term commencement date") and shall end on or shall end on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law.

The premises shall be used for the following, but not for any other purpose, namely:

Landlord agrees that Landlord will not lease any other space in the Building which is subject to Landlord's control to any entity for any primary use which includes any use set forth in the preceding paragraph hereof but nothing contained herein shall preclude Landlord from leasing space where any such use referred to the preceding paragraph hereof is incidental to the primary or main use of the tenant, occupant or user thereof.

The rent reserved under this Lease for the term hereof shall be and consist of the following fixed rent, namely:

(a) for and during the period commencing on 12/1/11 and ending on 11/30/2021

(\$117,600.00) Dollars per annum;

(b) for and during the period commencing on and ending on

(\$ ) Dollars per annum;

(c) for and during the period commencing on and ending on

(\$ ) Dollars per annum;

all such fixed rent being payable in equal monthly installments in advance, on the first day of each and every calendar month during said term (except that Tenant shall pay the monthly installment of fixed rent for the month of 9,800.00 on the execution hereof), plus such additional rent and other charges as shall become due and payable hereunder, which additional rent and other charges shall be payable as hereinafter provided; all to be paid to Landlord at its office, or such other place as Landlord may designate, in lawful money in the United States of America. The monthly installments of fixed rent for the month during which the term commencement date occurs and the month during which the term hereof expires shall each be prorated.

In addition to the foregoing, and in further consideration of Landlord entering into this Lease, upon the execution of this Lease, Tenant shall also pay to Landlord the sum of \$. If Tenant's check or checks for such sum, or the sum referred to in the immediately preceding paragraph hereof, shall not be honored by the bank upon which it or they are drawn for any reason of any kind or nature whatsoever, this Lease shall be, and shall be deemed to be, without notice, immediately cancelled and terminated and of no further force or effect and Landlord shall have no liability or obligation to Tenant under this Lease.

Provided Tenant shall not at any time be in default of any of the covenants, agreements, terms, provisions or conditions of this Lease on its part to be kept, observed and performed, the monthly installments or part thereof of fixed rent payable by Tenant to Landlord for the period commencing on the term commencement date and ending on 11-30-2016 shall be abated; the twelve (12) monthly installments of fixed rent payable by Tenant to Landlord for the period beginning 12/1/11 and ending 11/30/2016 shall each be abated by an amount equal to \$9,800.00; and, the sixty (60) monthly installments of fixed rent payable by Tenant to Landlord for the period beginning 12-1-2011 and ending 11-30-16 shall each be abated by an amount equal to \$

Tenant does hereby covenant and agree promptly to pay the fixed rent, additional rent and other charges herein

reserved as and when the same shall become due and payable, without demand therefor, and without any set-off or deduction whatsoever, and to keep and perform, and to permit no violation of, each and every of the covenants, agreements, terms provisions and conditions herein contained on the part and on behalf of Tenant to be kept and performed.

For default in payment of additional rent or other sums or charges herein reserved or payable by Tenant, Landlord shall have the same remedies as for a default by Tenant in the payment of fixed rent payable hereunder.

If Tenant shall fail to pay any installment of fixed rent or additional rent or other sums or charges within ten (10) days after the same shall be due then, Tenant shall pay a late charge of \$1,000.00 for each \$1.00 so unpaid. Nothing herein contained shall be intended to violate any applicable law, code or regulation, and, in all instances, such late charge shall be automatically reduced to any maximum applicable legal rate or charge. Such late charge shall be imposed monthly for each late payment and is in addition to all other rights and remedies available to Landlord and shall not be deemed to limit any such rights or remedies.

Tenants' obligations and responsibilities pursuant to any provision of this Lease, including the payment of any fixed rent or additional rent or the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Lease on Tenant's part to be kept, observed or performed, shall survive the expiration or termination of the term of this Lease.

## 2. Occupancy.

(a) If the premises are not ready for Tenant's occupancy on the term commencement date, then this Lease shall not be affected thereby but, in such case, such specific date shall be deemed to be postponed until the date when the premises are ready for Tenant's occupancy and Tenant shall not have any claim against Landlord, and Landlord shall have no liability to Tenant, by reason of any such postponement of such specific date. In the event the term commencement date shall be postponed, the expiration date of the term of this Lease set forth in Article 1 hereof shall be extended by the number of days equal to the number of days by which the term commencement date was so postponed and, in addition thereto, each date set forth in clause (a) through and including (c) of said Article 1 shall likewise be extended by said number of days. In the event of the foregoing, Tenant will, at the request of Landlord, enter into an agreement setting forth the term commencement date and all other dates required to be modified by reason of such postponement. The parties hereto agree that this Article 2 constitutes an express provision as to the time at which Landlord shall deliver possession of the premises to Tenant, and Tenant hereby waives any rights to rescind this Lease which Tenant might otherwise have pursuant to Section 223a of the Real Property Law of the State of New York or pursuant to any other law of like import now or hereafter in force.

(b) Tenant understands, and covenants and agrees, that Landlord shall not be required to perform any work or there installations in or to the premises or the Building and Tenant further covenants and agrees that the premises are leased to Tenant, and Tenant shall accept the premises, in its "as is" condition existing on the term commencement date; provided, however, Landlord shall deliver the premises to Tenant on the term commencement date vacant and in broom clean condition. Tenant further understands and agrees that Landlord makes no representations as to the condition of the premises or the Building or the suitability thereof for the use permitted hereunder. Landlord agrees that Tenant shall be permitted to use one of the two air conditioning compressors presently being used and designated by Landlord; provided, however, Landlord makes not warranty or representation with respect to the use or condition or suitability or feasibility of any such compressor and Landlord shall have no obligation, responsibility or liability of any kind or nature whatsoever in connection with the compressor so used by Tenant.

(c) Subject to the provisions of this Lease, including, but not limited to, Article 6 hereof, Tenant, at Tenant's sole cost and expense, shall be permitted to install an air conditioning generator in the premises and Landlord will permit necessary duct work therefor to be installed in the portion of the Building presently occupied by Landlord. Upon prior notice to Landlord, Tenant shall be permitted to enter the portion of the Building occupied by Landlord for the purpose of maintaining and servicing said generator provided any such entry shall be accomplished only in the presence of a representative of Landlord and shall not interfere with or affect Landlord or Landlord's use or occupancy of said portion so occupied by Landlord.

(d) Tenant, by entering into occupancy of the premises, shall be conclusively deemed to have agreed that Landlord, up to the time of such occupancy, had performed all of its obligations hereunder and that the premises were in satisfactory condition as of the date of such occupancy. Landlord shall not be responsible for latent defects in the Building or the premises.

(e) Tenant covenants agrees that, subject to the covenants, agreements, terms, provisions and conditions of this Lease including, but not limited to, Article 6 hereof, Tenant, at Tenant's sole cost and expense, shall perform all work and other alterations and installations necessary in order to prepare the premises for Tenant's occupancy for the use permitted hereunder including, but not limited to, the construction of demising walls.

(f) If, by reason of any of the provisions of this Lease, the fixed rent under this Lease shall commence on any day other than the first day of a calendar month, the fixed rent for such calendar month shall be prorated.

(g) A copy of the Certificate of Occupancy covering the Building is attached hereto.

3. Use of Premises. Tenant shall not use the premises or any part thereof, or permit the premises or any part thereof to be used, for any purpose other than the use hereinabove specifically mentioned, subject, however, to all the covenants, agreements, terms, provisions and conditions of this Lease. Those portions, if any, of the premises which on the plan(s) attached hereto are shown as toilets and utility areas shall be used by Tenant only for the purposes for which they are designed. Tenant will not at any time use or occupy the premises or any part thereof, or permit the premises or any part thereof to be used or occupied, in violation of the certificate of occupancy (temporary or final) issued for the Building and/or the premises.



Tenant shall not sue or permit the use of the premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner and Tenant shall not suffer or permit the premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the premises which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the Building as a first-class office building, impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building. Tenant shall not install any electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment, interference, discomfort, inconvenience or annoyance.

Except as set forth in Article 1 hereof, Tenant will not, and will not permit anyone to, sell or traffic in any spirituous liquors, wine, ale or beer in or from the premises or carry on any manufacturing in the premises.

If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the premises, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the terms and conditions of each license or permit.

4. Fixtures, etc., Not to be Removed. All fixtures, equipment, improvements, installations and appurtenances attached to, or built into, the premises at the commencement of or during the term hereof, whether or not furnished and installed at the expense of Tenant or by Tenant, shall be and remain part of the premises and be deemed the property of Landlord and shall not be removed by Tenant, except as otherwise expressly provided in this Lease. Without limiting the generality of the next preceding sentence, all electric, plumbing, heating, sprinkler, dumbwaiter, elevator, pneumatic tube, telephone, telegraph, communication, radio and television systems, fixtures and outlets, venetian blinds, partitions, railings, gates, doors, vaults, stairs, paneling (including, but not limited to, display cases and cupboards recessed in paneling), molding, shelving, radiator enclosures, cork rubber, linoleum and composition floors, and ventilating, silencing, air conditioning and cooling equipment shall be deemed to be included in such fixtures, equipment, improvements, installations and appurtenances, whether or not attached to or built into the premises. Anything hereinbefore in this Article 4 contained to the contrary notwithstanding, any fixture, equipment, improvement, installation or appurtenance furnished and installed in any part of the premises (whether or not attached thereto or built therein) at the sole expense of Tenant (and with respect to which no credit or allowance shall have been granted to Tenant by Landlord and which was not furnished and installed in replacement of an item which Tenant would not be entitled to remove in accordance with this Article 4) may be removed from the Building by Tenant prior to the expiration of the term hereof and, if and to the extent requested by Landlord (either prior to or not more than 30 days after such expiration), shall be removed from the Building by Tenant prior to such expiration unless such request is made after such expiration (or is made prior to such expiration and Tenant acting with reasonable promptness is not able to remove same from the Building prior to such expiration), in which event the same shall be removed from the Building by Tenant with reasonable promptness after the receipt of such request. The cost and expense of any such removal and the cost and expense of repairing any such damage to the premises or to the Building arising from such removal shall be paid by Tenant on demand. If any fixtures, equipment, improvement, installation or appurtenances which as aforesaid may or is required to be removed from the Building by Tenant is not removed by Tenant from the Building within the time above specified therefor, then Landlord (in addition to all other rights and remedies to which Landlord may be entitled at any time) may at its election deem that the same has been abandoned by Tenant to Landlord, but not such election shall relieve Tenant of Tenant's obligation to pay the cost and expense of removing the same from the Building or the cost or repairing damage to the premises or to the Building arising from such removal.

All the perimeter wall of the premises, any balconies, terraces or roofs adjacent to the premises, and any space in and/or adjacent to the premises used for shafts, stacks, pipes, vertical conveyors, mail chutes, pneumatic tubes, conduits, ducts, electrical or other utilities, rooms containing elevator or air conditioning machines and equipment, sinks, or other similar or dissimilar Building facilities, and the use thereof, as well as access thereto through the premises for the purposes of such use and the operation, improvement, replacement, addition, repair, maintenance and decoration thereof, are expressly reserved to Landlord.

5. Electric Energy and Water. Tenant, at Tenant's sole cost and expense, shall furnish through the transmission facilities initially installed in the Building, and supply to the premises, alternating electrical energy to be used by Tenant in the premises in such reasonable quantity as may be reasonably required by Tenant for the operation of Tenant's business from the premises.

Tenant covenants and agrees that at all times its use of electrical energy shall not exceed the capacity of existing feeders to the Building or the risers or wiring installations and Tenant may not use any electrical equipment which, in Landlord's sole and exclusive opinion, will overload any such installations or will interfere with the use thereof by other tenants or occupants of the Building or otherwise have a material or adverse effect on electrical energy service to the Building.

Landlord shall in no way be liable for any failure of or defect in the character or supply of electrical energy furnished to the premises except for actual damage suffered by Tenant by reason of any such defect or failure resulting from the willful gross negligence of Landlord.

In order that Landlord may at all times have all necessary information which it requires in order to maintain and protect

its equipment, Tenant agrees that it will not make any alteration or addition to the electrical equipment and/or appliances in the premises without prior written consent of Landlord in each instance.

Tenant shall pay Landlord the cost for all water consumed in the premises and for any required pumping and heating thereof or other charges which may be imposed by the city or other governmental authority or agency thereof based on the quantity of water so used by Tenant and/or the charge therefor.

All meters necessary for the measurement of Tenant's consumption of electrical energy and water in the premises shall be installed, if required, and maintained by Tenant at Tenant's sole cost and expense.

6. Various Covenants. Tenant covenants and agrees that Tenant will:

(a) throughout the term, at Tenant's expense, make all repairs, restoration and replacements in, at and to the premises as and when the same are necessary in order to keep and maintain the premises and the fixtures and appurtenances therein in good order, condition and repair and pay to Landlord the cost of making good any injury, damage or breakage to the Building or the premises (including plate glass).

(b) faithfully observe and comply with the rules and regulations annexed hereto and such additional rules and regulations as Landlord and "Owner" as such term is hereinafter defined hereafter at any time or from time to time may make and may communicate to Tenant, which, in the judgment of Landlord or Owner, shall be necessary or desirable for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building; provided, however, that in the case of any conflict between the provisions of this Lease and any such rules or regulations, the provisions of this Lease shall control, and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other lease as against any other tenant and, provided further, that Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees, subtenants or licensees.

(c) permit Landlord and any mortgagee of the Building or of the Building and the Land or of the interest of Landlord therein and any lessor under any ground or underlying lease, and their representatives, to enter the premises at all reasonable hours, for the purposes of inspection, or of making repairs, replacements or improvements in or to the premises or the Building or equipment, or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right, during the progress of any such repairs, replacements, or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements, to keep and store within the premises all necessary materials, tools and equipment).

(d) make no claims against Landlord or any lessor under any ground or underlying lease for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of Tenant or of any other person irrespective of the cause of such injury, damage or loss, unless caused by the willful gross negligence of Landlord or Owner in the operation or maintenance of the Building, it being understood and agreed that no property other than such as might normally be brought upon or kept in the premises for the purposes herein specified will be brought upon or kept in the premises.

(e) make no alterations, decorations, installations, repairs, additions, improvements or replacements including, but not limited to, demising walls, in, to or about the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord which approval of contractors and mechanics Landlord agrees will not be unreasonably withheld or delayed. Landlord, as a condition of such consent, may impose such requirements upon Tenant for the furnishing, by Tenant, at Tenant's sole cost and expense, of such insurance as Landlord shall determine necessary, appropriate and desirable including, but not limited to, personal liability, property damage and workers' compensation insurance and Landlord, any mortgagee or any ground or underlying lessor as shall be designated by Landlord shall be named as additional insured under any such insurance. All such alterations, decorations, installations, repairs, additions, improvements or replacements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time designate. Prior to the commencement of any such alterations, decorations, installations, repairs, additions, improvements or replacements, Tenant shall submit to Landlord, for Landlord's approval, plans and specifications (to be prepared by and at the expense of Tenant) of such proposed alterations, decorations, installations, repairs, additions, improvements or replacements, in detail, satisfactory to Landlord. In no event shall any material or equipment be incorporated in or to the premises in connection with any such alteration, decoration, installation, repair, addition, improvement or replacement which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any conditional sale or other similar or dissimilar title retention agreement. Any mechanic's lien filed against the premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within 10 days thereafter, at Tenant's expense, by payment or filing the bond required by law. All alterations, decorations, installations, repairs, additions, improvements, replacements or work done by Tenant shall at all times comply with (1) laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, including without limitation, the American's With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, (2) rules and regulations of Landlord, and (3) plans and specifications prepared by and at the expense of Tenant theretofore submitted to Landlord for Landlord's prior written approval and which Landlord shall have approved. No structural alterations, installations, repairs, additions, improvements, replacements or work or any alterations, installations, repairs, additions, improvements,

replacement or work to any utility system in or serving the Building or the premises shall be undertaken, started or begun by Tenant, its agents, servants or employees, until Landlord has approved such plans and specifications; and no amendments or additions to such plans and specifications shall be made without the prior written approval of Landlord; provided, however, Landlord's review and/or approval of such plans and specifications or amendments or additions thereto shall not constitute a determination or acknowledgement by Landlord that such plans and specifications comply with applicable laws, rules, orders and regulations of governmental authorities. Tenant shall be entitled to make nonstructural alterations to the interior of the premises provided Tenant furnishes Landlord with plans and specifications therefor, including "as built" plans and specifications, and otherwise complies with the provisions of this Lease including this paragraph (e). The construction of demising walls by Tenant shall be subject to the prior written consent of Landlord. If Landlord provides hoist and/or elevator service to Tenant's contractors, such service shall be provided on the same terms and conditions as the same is provided to Landlord's contractors. Tenant agrees that it will not at any time prior to or during the term of this Lease, either directly or indirectly, use any contractors and/or labor and/or materials if the use of such contractors and/or labor and/or materials would or will create any difficulty with other contractors and/or labor engaged by Tenant of Landlord or others in the construction, maintenance and/or operation of the Building or any part thereof.

(f) not violate, or permit the violation of, any condition imposed by the standard fire insurance policy issued for office buildings in the County of Nassau, and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in the premises, which would increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as determined by Landlord.

(g) permit Landlord, at reasonable times, to show the premises to any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Building and/or the Land or of Landlord's interest therein, and their representatives, and during the period of 12 months next preceding the date of expiration of the term hereof with respect to any part of the premises similarly show such part to any person contemplating the leasing of all or a portion of the same.

(h) at the end of the term, quit and surrender to Landlord the premises broom-clean and in good order, condition and repair except for ordinary wear and tear. If the last day of the term of this Lease falls on Sunday or a legal holiday, this Lease shall expire on the business day immediately preceding.

(i) at any time and from time to time upon not less than 5 days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord, or to anyone Landlord shall designate, a statement of Tenant (or if Tenant is a corporation, an appropriate officer of Tenant) in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and as modified and stating the modifications), and the dates to which the fixed rent, additional rent, and other charges have been paid in advance, if any, and stating whether or not Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default, it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, any lessor under any ground or underlying lease, or any lessee or mortgagee, or any prospective purchaser, lessee, mortgagee, or assignee of any mortgage, of the Building and/or the Land or of Landlord's interest therein.

(j) indemnify, and save harmless, Landlord and any mortgagee and any lessor any under ground or underlying lease, and their respective officers, directors, contractors, agents and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including, but not limited to, counsel fees and disbursements incurred in the defense of any action or proceeding), to which they may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the use of or from any work, installation or thing whatsoever done (other than by Landlord or its contractors or the agents or employees of either) in the premises prior to, during, or subsequent to, the term of this Lease or arising from any condition of the premises due to or resulting from any default by Tenant in the performance of Tenant's obligations under this Lease or from any act, omission or negligence of Tenant or any of Tenant's officers, directors, agents, contractors, servants, employees, subtenants, licensees or invitees.

#### 7. Assignment, Mortgaging, Subletting, etc.

(a) Tenant covenants and agrees, for Tenant and its successors, assigns and legal representatives, that neither this Lease nor the term and estate hereby granted, nor any part hereof of thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), and that neither the premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Tenant, or will be used or occupied, or permitted to be used or occupied, or utilized for desk space or for mailing privileges or as a concession, by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, or will be sublet, without the prior written consent of Landlord in every case and any attempt thereat shall be void any of no force or effect. For the purposes of this Lease, (i) the transfer or transferee or sale or sales (in either one or a series of transactions) of fifty (50%) percent or more of the capital stock of Tenant, if Tenant is a corporation or fifty (50%) percent or more of the ownership interests of Tenant, if Tenant is a partnership or (ii) a merger or consolidation of Tenant into or with an other corporation or business entity shall, in each instance referred to in the preceding clauses (i) and (ii), be deemed to be an assignment of this Lease requiring the prior written consent of Landlord as herein set forth.

If this Lease be assigned or if the premises or any part thereof by sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or any of Tenant's covenants contained in this Article 7 or elsewhere in this Lease or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant as sub-lessor or assignor from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions of this Lease on the part of the tenant hereunder to be kept, performed or observed. Tenant's liability under this Lease, in the event of an assignment, shall not at any time be released, relieved or discharged by reason of Landlord's consent to such assignment nor shall Tenant at any time be released, relieved or discharged of any such obligations of the parties to this Lease or by any stipulation extending any time for performance hereunder or Landlord's waiver of performance of any obligation hereunder or Landlord's failure to enforce any obligation set forth in this Lease. If this Lease be assigned or if all or any portion of the premises be sublet, the assignee or subtenant, as the case may be, shall have no right, and shall not be entitled, to exercise any option contained in this Lease which may be exercised by Tenant.

(b) Notwithstanding anything to the contrary contained in this Article 7, and so long as Tenant is not in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed, Tenant may, in connection with (i) the sale of all of the capital stock of Tenant, if Tenant is a corporation, or of all of the ownership interests of Tenant, if Tenant is a partnership, or (ii) a merger or consolidation of Tenant into or with any other corporation or business entity or (iii) the sale of all or substantially all of the assets of Tenant, assign this Lease, with Landlord's prior written consent which shall not be unreasonably withheld or delayed, provided that:

(c) Tenant shall furnish Landlord with the name and business address of the proposed assignee, a counterpart of the proposed assignment agreement, and satisfactory information with respect to the nature and character of the business of the proposed assignee together with current financial information of the proposed assignee certified by a certified public accountant and references, including banking references, satisfactory to Landlord;

(d) in the judgment of Landlord, the proposed assignee is financially responsible with respect to its proposed obligations under the proposed assignment agreement and is of a character and reputation, and engaged in a business, which is in keeping with the standards of the Building;

(e) the premises shall be used only for the purpose set forth in Article 1 hereof;

(f) an executed duplicate original, in form satisfactory to Landlord for review by Landlord's counsel, of such assignment agreement shall be delivered to Landlord at least thirty (30) days prior to the effective date thereof. Tenant will also deliver to Landlord, at least thirty (30) days prior to the effective date thereof, an assumption agreement in form satisfactory to Landlord wherein the assignee agrees to assume all of the covenants, agreements, terms, provisions and conditions of this Lease to be kept, observed and performed by Tenant hereunder and which provides that Tenant named herein and such assignee shall, after the effective date of such assignment, be jointly and severally liable for the performance of all of the covenants, agreements, terms, provisions and conditions of this Lease;

(g) each assignment shall be subject and subordinate to all of the covenants, agreements, terms, provisions and conditions of this Lease and the "Prime Lease" as such term is hereinafter defined; and

(h) Assignee shall deposit with Landlord an amount equal to \$9,800.00 \_\_\_\_\_ months of the fixed rent then in effect; and

(i) Tenant covenants and agrees that, notwithstanding any assignment and/or the acceptance of rent or additional rent by Landlord from any assignee, Tenant shall and will remain fully liable for the payment of the rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease and Guaranty on the part of Tenant to be kept, observed and performed, ("Obligation") provided, however, that if Tenant shall timely have complied with all of the conditions set forth in this Article 7 and Landlord has approved (in writing) the proposed assignee, Tenant shall be released from said Obligations, effective upon the effective date of the assignment of this Lease.

The listing of any name other than that of Tenant, whether on the doors of the premises, on the Building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the premises or to be deemed to be the written consent of Landlord mentioned in this Article 7, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

8. Changes or Alterations by Landlord. Landlord reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the premises) and the fixtures and equipment thereof, as well as in the street entrances, halls, passages, tunnels, elevators, escalators, stairways and other parts thereof, and to erect, maintain and use pipes, ducts and conduits in and through the premises, all as Landlord may deem necessary, appropriate or desirable; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises. Nothing contained in this Article 8 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement or complying with any law, order or requirement or any governmental or other authority. Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time. Neither this Lease nor any use by Tenant shall give Tenant any right or easement to the use of any door or any passage or any tunnel or any concourse or any plaza connecting the Building

with any other building or to any public convenience, and the use of such doors, passages, tunnels, concourses and Plazas and of such conveniences may without notice to Tenant be regulated or discontinued at any time and from time to time by Landlord without Landlord incurring any liability to Tenant therefor and without affecting the obligations of Tenant under this Lease.

If at any time any windows of the premises are darkened or obstructed incident to or by reason of repairs, replacements, maintenance and/or cleaning in, on, to or about the Building or any part or parts thereof or otherwise or are temporarily or permanently closed, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction.

There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the premises, or in or to fixtures, appurtenances or equipment thereof, and no liability upon Landlord for failure of Landlord or others to make any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the Building or the premises, or in or to the premises, or in or to the fixtures appurtenances or equipment thereof.

9. Damage by Fire, etc. If any part of the premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord and Landlord shall proceed with reasonable diligence subsequent to the collection by Landlord of insurance proceeds, and in a manner consistent with the provisions of any underlying lease and any underlying mortgage, to repair such damage, and if any part of the premises shall be rendered untenable by reason of such damage, the annual fixed rent payable hereunder, to the extent that such fixed rent relates to such part of the premises and such abatement is in excess of the annual rate of any other existing abatement of fixed rent relating thereto under any other covenant, agreement, term, provision or condition of this Lease, shall be abated for the period from the date of such damage to the date when such part of the premises shall have been made tenantable or to such earlier date upon which the full term of this Lease with respect to such part of the premises shall expire or terminate, unless such fire or other casualty shall have resulted from the negligence of Tenant or the employees, licensees or invitees of Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. Tenant understands that Landlord will not carry insurance of any kind on Tenant's property, to wit, Tenant's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by Tenant as provided in this Lease, and that the Landlord shall not be obligated to repair any damage thereto or replace the same.

If substantial alteration or reconstruction of the Building shall, in the opinion of Landlord, be required as a result of damage by fire or other casualty (whether or not the premises shall have been damaged by such fire or other casualty), then this Lease and the term and estate hereby granted may be terminated by Landlord giving to Tenant within 90 days after the date of such damage written notice specifying a date, not less than 30 days after the giving of such notice, for such termination. In the event of the giving of such notice of termination, this Lease and the term and estate hereby granted shall expire as of the date specified therefor in such notice with the same effect as if such date were the date hereinbefore specified for the expiration of the full term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date of termination, subject to abatement, if any, as and to the extent above provided. In the event Landlord shall not give such notice of termination, Tenant's obligation to pay all rent and additional rent due and to become hereunder shall continue for so long as Tenant's rent insurance policy (as required under Article 10(b) below) shall be in effect or for the period of nine (9) months from the date of such damage, whichever is longer.

Notwithstanding anything to the contrary contained herein, if at the time of the damage or destruction the premises shall in the Tenant's opinion reasonably exercised be prospectively untenable for 12 months or more, Tenant shall have the right, within 10 days after date of damage, to elect to cancel the Lease by giving written notice to Landlord, which notice shall specify the date of cancellation not earlier than 30 days following the giving of such notice. Such cancellation shall otherwise be of no effect upon the covenants and agreements of this Lease to be kept and observed by the Tenant, and Tenant shall not be released or relieved of any liability or obligation theretofore accrued or incurred or outstanding or unsatisfied as of the date of such cancellation.

Each party agrees to endeavor to have included in each of its insurance policies (insuring the Building and Landlord's property therein, in the case of Landlord, and insuring Tenant's Property in the premises, in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party and against all other tenants in the Building, or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable (i) without additional charge, or (ii) at all, then the insured party shall so notify the other party promptly after learning thereof. In case such waiver, agreement, or permission can be obtained at additional charge, if the party so notified shall so elect and shall pay the insurer's charge therefor, such waiver, agreement or permission shall be included in the policy.

Each party hereby releases the other party, and Tenant hereby releases all other tenants in the Building, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party (or, in the case of Tenant, against all such other tenants) for loss, damages with respect to its property occurring during the term of this Lease to the extent



to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding paragraph. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property, the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration or payment, then, provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor, or shall be made available to the second party to pay for replacement, repair or restoration, as the case may be. Nothing contained in this paragraph shall be deemed to relieve either party of any duty imposed elsewhere in this Lease to repair, restore or rebuild or to nullify any abatement of rents provided for elsewhere in this Lease.

This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement, and any other law of like import now or hereafter in force, shall have no application in such case.

10. Insurance. Tenant, at its own expense, shall maintain, for the benefit of Landlord and Tenant and any mortgagee and any lessor under any ground or underlying lease:

(a) insurance covering the premises and equipment therein against loss or damage by fire and such risks as are customarily included in extended coverage endorsements attached to fire insurance policies covering comparable property in the vicinity of the premises including vandalism and malicious mischief, war risk (when obtainable), atomic bomb (when obtainable), in an amount sufficient to prevent the assured from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full replacement value thereof, or the amount required under any mortgage to which this Lease is subject, whichever is greater,

(b) rent insurance in an amount equal to the fixed net rent and additional rent payable under this Lease for as long as a period as Tenant is able to secure not to exceed one year, and

(c) if required by Landlord or any mortgagee, such other or additional insurance in such amounts against other insurable hazards (including but not limited to war risk insurance when obtainable) as Landlord or such mortgagee shall determine.

The term "full replacement value", as use herein shall mean the cost of actual replacement (excluding foundation and excavation costs and cost of underground flues, pipes or drains) without provision for physical depreciation, and said "full replacement value" shall be determined from time to time, at Landlord's request, but at Tenant's expense, not more frequently than once every two years, by an appraiser for any of insurance companies issuing the policies referred to in subdivisions (a) or (c) hereinabove set forth. Insurance in the amount set forth in subdivision (a) shall be carried if same is issued regularly for comparable buildings by licensed insurance companies in New York State and, if same is not so regularly issued, Tenant shall obtain the closest type of protective insurance then available or, at Landlord's sole election, Landlord may obtain such "full replacement value" coverage and Tenant shall pay any additional premium therefor.

Tenant shall not carry any separate insurance of the same character required by this Article unless Landlord and any mortgagee and any lessor under any ground or underlying lease shall be named as assureds with loss payable as interest may appear. However, Tenant may carry insurance, solely for its own account and benefit, insuring against loss of all or part of its leasehold estate hereunder.

Tenant, at its own expense, shall maintain for the mutual benefit of Landlord, Tenant, Owner and any mortgagee and any lessor under any ground or underlying lease, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the premises and any adjoining sidewalk, curb or vault (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) with such limits as Landlord from time to time may require for bodily injury or death to any one person and for bodily injury or death to any number of persons arising out of one accident and for property damage.

Tenant at its own expense, shall also maintain for the mutual benefit of Landlord, Tenant and any mortgagee and any lessor under any ground or underlying lease, single limit coverage of 1,000,000.00 (\$) Dollars for bodily injury or death to any one person or any number of persons arising out of one accident and for property damage as of the date hereof.

The insurance required under this Article shall be effected by valid and enforceable policies issued by insurance companies licensed to do business in the State of New York and approved in writing by Landlord and shall set forth the indemnity referred to in paragraph (j) of Article 6 hereof. Any insurance policy or policies under this Article shall cover only the premises and not any other properties owned, operated or leased by Tenant.

At the commencement of the term of this Lease and thereafter, not less than thirty (30) days prior to the expiration date or the expiring policies theretofore furnished pursuant to this Article, originals of such policies or renewal policies, as the case may be, shall be delivered by Tenant to Landlord with proof of payment of premium thereof. However, if the premium under any policy is payable in installments, Tenant shall furnish, simultaneously with the delivery of the policy, proof of payment of the current installment, and thereafter Tenant shall furnish to Landlord proof of payment of each subsequent installment within five (5) days after it becomes due. If the premiums are covered by a mortgage to which this Lease is subject, originals of the policies for the insurance required hereunder shall be delivered to the mortgagee, and, if obtainable, duplicates thereof, and if not obtainable, certificates thereof shall be delivered to Landlord.

All policies of insurance required under this Article shall name Landlord, Tenant and any mortgagee and any lessor under any ground or underlying lease, as the assureds, as their respective interests may appear, and the policies for the insurance required under subdivisions (a) and (c) hereinabove set forth also shall be payable, under a standard mortgagee clause, without contribution, to the holder of any mortgage covering the premises. Each policy of insurance required under this Article, to the extent obtainable, shall contain an agreement by the insurer that it will not be cancelled without at least thirty (30) days' prior written notice to Landlord and the insured holder of any mortgage covering the premises and that no act or omission of any insured party (including mortgagees) named therein shall serve to invalidate, cancel or release or relieve the insurer thereunder from any liability which it may have to any other insured party so named. If such agreement cannot be obtained with respect to any policy, Tenant shall notify Landlord, in writing, to such effect and Tenant shall accept an insurer named by Landlord who will consent to include such agreement in like policy provided that the inclusion thereof does not require Tenant to pay any substantial additional premium.

The loss, if any, under policies provided for herein (other than a loss under the insurance required by subdivision (b) which shall be adjusted by and paid to Landlord) shall be adjusted by and paid to Landlord or any mortgagee. All insurance policies, to the extent reasonably obtainable, shall provide that the loss, if any thereunder, shall be adjusted and paid as provided in this Article.

11. Condemnation. In the event that the whole of the premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease, and the term and estate hereby granted, shall forthwith cease and terminate as of the date of vesting of title. In the event that only a part of the premises shall be so condemned or taken, then, effective as of the date of vesting of title, the fixed rent hereunder shall be abated in an amount thereof apportioned accordingly to the area of the premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, then (a) Landlord (whether or not the premises be affected) may, at Landlord's option, terminate this Lease and the term and estate hereby granted as of the date of such vesting of title by notifying Tenant in writing of such termination within 60 days following the date on which Landlord shall have received notice of vesting of title, or (b) if such condemnation or taking shall be of a substantial part of the premises, Tenant may, at Tenant's option, by delivery of notice in writing to Landlord within 60 days following the date on which Tenant shall have received notice of vesting of title, terminate this Lease and the term and estate hereby granted as of the date of vesting of title; provided, however, if neither Landlord nor Tenant elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the fixed rent payable hereunder shall be abated to the extent, if any, hereinbefore provided in this Article 11. In the event that only a part of the premises shall be so condemned or taken and this Lease and the term and estate hereby granted are not terminated as herein before provided, Landlord will, with reasonable diligence and at its expense, restore the remaining portion of the premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

In the event of their termination in any of the cases hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date.

In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award.

It is expressly understood and agreed that the provisions of this Article 11 shall not be applicable to any condemnation or taking for governmental occupancy for a limited period.

12. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force, applicable to the premises or any part thereof or to Tenant's use thereof (including, without limitation, the Americans With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto), except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule, order or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the instance of, Tenant, or is attributable, directly or indirectly, to the use or manner of use to which Tenant puts the premises, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. Where any structural alteration of or in connection with the premises is required by any such law, ordinance, rule, order or regulation, and, by reason of the express exception hereinabove contained, Tenant is not under any obligation to make such alteration, then Landlord shall have the option of making such alteration and paying the cost thereof, or of terminating this Lease and the term and estate hereby granted by giving to Tenant not less than 30 days' prior written notice of such termination; provided, however, that if within 15 days after the giving by Landlord of its notice of termination as aforesaid, Tenant shall give written notice to Landlord stating that Tenant elects to make such alteration at the expense of Tenant, then such notice of termination shall be ineffective provided that Tenant, at Tenant's expense, shall, concurrently with the giving of such notice to Landlord, execute and deliver to Landlord Tenant's written undertaking, with a surety and in form and substance satisfactory to Landlord, obligating Tenant to promptly and duly make such alteration in a manner satisfactory to Landlord and to save Landlord harmless from any

and all costs, expenses, penalties and/or liabilities (including, but not limited to, accountants' and attorneys' fees) in connection therewith or by reason thereof; and Tenant covenants and agrees that, after so electing to make any such alteration, Tenant will, at Tenant's expense, and in compliance with all the covenants, agreements, terms, provisions and conditions of this Lease, including, but not limited to, subparagraph (e) of Article 6 hereof, make such alteration and Tenant, at Tenant's expense, will promptly and duly perform all covenants, conditions and provisions of such undertaking and that all such covenants, conditions, and provisions of such undertaking shall be deemed to constitute covenants, condition and provisions of this Lease to be kept or performed on the part of Tenant with the same force and effect as if the same had been set forth herein.

In the event that a notice of termination shall be given by the Landlord under the provisions of this Article 12 and such notice shall not become ineffective as hereinbefore provided, this Lease and the term and estate hereby granted shall expire as of the date specified therefor in such notice with the same effect as if that were the date hereinbefore set for the expiration of the term of this Lease, and the fixed rent and additional rent payable hereunder shall be apportioned as of such date of termination.

13. Accidents to Plumbing and Other Systems. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Building's plumbing, electrical, heating, air conditioning or other similar or dissimilar system serving, located in, or passing through, the premises and the damage or defective condition shall be remedied by Landlord with reasonable diligence, but if such damage or defective condition was caused by, or resulted from the use or manner of use by, Tenant or by the employees, licensees or invitees of Tenant, the cost of the remedy thereof shall be paid by Tenant as additional rent promptly upon receipt of Landlord's bill therefor. Tenant shall not be entitled to claim any damage arising from any such damage or defective condition unless the same shall have been caused by the willful gross negligence of Landlord in the operation or maintenance of the Building and the same shall not have been remedied by Landlord with reasonable diligence after written notice thereof from Tenant to Landlord; nor shall Tenant be entitled to claim any eviction by reason of any such damage or defective condition.

14. Subordination. (a) This Lease is subject and subordinate in all respects to all ground leases and/or underlying leases now or hereafter covering the real property of which the premises form a part and to all mortgages which may now or hereafter be placed on or affect such leases and/or real property, and/or Landlord's interest therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, additions, modifications, consolidations, replacements, spreaders and extensions thereof and all substitutions of and for such ground leases and/or underlying leases and/or mortgages. This subparagraph (a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any certificate that Landlord and/or mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request. Tenant hereby constitutes and appoints Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of Tenant.

(b) Without limitation of any of the provisions of this Lease, if at any time during the term of this Lease, Landlord shall be the holder of a leasehold estate covering the real property of which the premises form a part, and if such leasehold estate shall terminate or be terminated for any reason, Tenant agrees, at the election and upon demand of any owner of the real property of which the premises form a part, or of any mortgagee in possession thereof, or of any holder of a leasehold hereafter affecting the real property of which the premises form a part, to attorn, from time to time, to any such owner, mortgagee or holder, upon the terms and conditions set forth herein for the remainder of the term demised in this Lease. The foregoing provisions shall inure to the benefit of any such owner, mortgagee or holder, shall apply to the tenancy of Tenant notwithstanding that this Lease may terminate upon the termination of any such leasehold estate, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to said provisions. Tenant, however, upon demand of any such owner, mortgagee or holder, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfy to such owner, mortgagee or holder, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth herein and shall apply for the remainder of the term originally demised in this Lease. Nothing contained in this subparagraph (b) shall be construed to impair any right, privilege or option of any such owner, mortgagee or holder.

(c) The term "mortgage(s)" as used in this Lease shall include any mortgage or any deed of trust. The term "mortgagee(s)" as used in this Lease shall include any mortgagee or any trustee under a deed of trust. The term "mortgagor(s)" as used in this Lease shall include any mortgagor or any grantor under a deed of trust.

15. Notices. Any notice, consent, approval, request, bill, demand or statement hereunder by either party to the other party shall be in writing and shall be deemed to have been duly given when mailed if sent by registered or certified mail. return receipt requested addressed to such other party, which address for Landlord shall be 777 Old Country Rd, Plainview and for Tenant shall be the premises (or Tenant's address as hereinbefore set forth if mailed prior to Tenant's occupancy of the premises), or if the address of such other party for such notices, consents, approvals, requests, bills, demands or statements shall have been duly changed as hereinafter provided, if mailed, as aforesaid, to such other party at such changed address. Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the



term "Tenant" as used in this Lease refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. Notwithstanding the foregoing, bills and statements by Landlord to Tenant for fixed rent, additional rent or other sums or charges payable by Tenant to Landlord may be delivered personally or sent by regular mail.

16. Conditions of Limitation. This Lease and the term and estate hereby granted are subject to the limitation that:

(a) in case Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition under any bankruptcy or insolvency law shall be filed against Tenant and such involuntary petition is not dismissed within 60 days after the filing thereof,

(b) in case a petition is filed by or against Tenant under the Reorganization provisions of the United States Bankruptcy Act or under the provisions of any law of like import, unless such petitioner under said Reorganization provisions be one filed against Tenant which is dismissed within 60 days after its filing,

(c) in case Tenant shall file a petition under the Arrangement provisions of the United States Bankruptcy Act or under the provisions of any law of like import,

(d) in case a permanent receiver, trustee or liquidator shall be appointed for Tenant or of or for the property of Tenant, and such receiver, trustee or liquidator shall not have been discharged within 60 days from the date of his appointment,

(e) in case Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the same becomes due,

(f) in case Tenant shall default in the due keeping, observing or performance of any covenant, agreement, term, provision or condition of this Lease on the part of Tenant to be kept, observed or performed (other than a default of the character referred to in subparagraph (e) of this Article 16), and if such default shall continue and shall not be remedied by Tenant within 10 days after Landlord shall have given to Tenant a written notice specifying the same, or, in the case of such a default which for causes beyond Tenant's control cannot with due diligence be cured within said period of 10 days, if Tenant (i) shall not, promptly upon the giving of such notice, advise Landlord in writing of Tenant's intention to duly institute all steps necessary to remedy such default, (ii) shall not duly institute and thereafter diligently prosecute to completion all steps necessary to remedy the same, or (iii) shall not remedy the same within a reasonable time after the date of the giving of said notice by Landlord,

(g) in case any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon, or pass to, any person, firm, association or corporation other than Tenant except as expressly permitted under Article 7 hereof, or whenever Tenant shall desert or abandon the premises or the same shall become vacant (whether the keys are surrendered or not or whether the rent be paid or not), or

(h) in case any other lease held by Tenant from Landlord shall expire and terminate (whether or not the term thereof shall then have commenced) as a result of the default of Tenant thereunder or of the occurrence of an event as therein provided (other than by expiration of the fixed term thereof or pursuant to a cancellation or termination option therein contained), then in any of said cases Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of 3 days from the date of the giving of such notice, and, in the event that such notice is given, this Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) shall expire and terminate upon the expiration of said 3 days with the same effect as if that day were the date hereinbefore set for the expiration of the term of this Lease, but Tenant shall remain liable for damages as provided in Article 18 hereof. If the term "Tenant", as used in this Lease, refers to more than one person, then, as used in subparagraphs (a), (b), (c), (d) and (h) of this Article 16, said term shall be deemed to include all of such persons or any one of them; if any of the obligations of Tenant under this Lease is guaranteed, the term "Tenant", as used in said subparagraphs, shall be deemed to include also the guarantor or, if there be more than one guarantor, all or any one of them; and if this Lease shall have been assigned, the term "Tenant", as used in said subparagraphs, shall be deemed to include the assignee and the assignor or either of them under any such assignment unless Landlord shall, in connection with such assignment, release the assignor from any further liability under this Lease, in which event the term "Tenant", as used in said paragraph, shall not include the assignor so released.

17. Re-Entry by Landlord. If Tenant shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by Tenant to Landlord on any date upon which the sum becomes due, or if this Lease shall expire as in Article 16 hereof provided, Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event of any termination of this Lease under the provisions of Article 16 hereof or in the event that Landlord shall re-enter the premises under the provisions of this Article 17 or in the event of the termination of this Lease (or of re-entry) by or under any summary dispossession or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the fixed rent, additional rent and any other sum or charge payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the premises by Landlord, as the case may be, and shall also pay to Landlord damages as provided in Article 18 hereof.

In the event of a breach or threatened breach on the part of the Tenant with respect to any of the covenants,

agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

In the event of (a) the termination of this Lease under the provisions of Article 16 hereof, (b) the re-entry of the premises by Landlord under the provisions of this Article 17, or (c) the termination of this Lease (or re-entry) by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of Tenant, Landlord shall be entitled to retain all monies, if any paid by Tenant to Landlord, whether as advance rent, security or otherwise, but such moneys shall be credited by Landlord against any fixed rent, additional rent or any other sum or charge due from Tenant at the time of such termination or re-entry or, at Landlord's option, against any damages payable by Tenant under Article 18 hereof or pursuant to law.

**18. Damages.** In the event of any termination of this Lease under the provisions of Article 16 hereof or in the event that Landlord shall re-enter the premises under the provisions of Article 17 hereof or in the event of the termination of this Lease (or of re-entry by or under any summary dispossession or other proceeding or action or any provision of law), Tenant will pay to Landlord as damages, at the election of Landlord, either:

(a) a sum at which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the then value of the excess, if any, of (1) the aggregate of the fixed rent and the additional rent under Article 24 hereof which would have been paid hereunder by Tenant had this Lease not so terminated, for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the date hereinbefore set for the expiration of the full term granted, over (2) the aggregate rental value of the premises for the same period, or

(b) sums equal to the aggregate of the fixed rent and the additional rent under Article 24 hereof (if any) which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the date hereinbefore set for the expiration of the full term hereby granted; provided, however, that if Landlord (Landlord, however, not being obligated to do so) shall re-let all or any part of the premises for all or any part of said period, Landlord shall credit Tenant with the net rents actually received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses, including attorneys fees, incurred or paid by Landlord in terminating this Lease and/or of re-entering the premises and of securing possession thereof, as well as the expenses of re-letting, including altering and preparing the premises for new tenants, brokers' commission, attorneys' fees and all other similar or dissimilar expenses properly chargeable against the premises and the rental therefrom in connection with such re-letting, it being understood that any such re-letting may be for a period equal to, less than or longer than the remaining term of this Lease; provided, further, that (i) in no event shall Tenant be entitled to receive any excess or such net rents over the sums payable by Tenant to Landlord hereunder, (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this subparagraph (b) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, and (iii) if the premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

For the purposes of subparagraph (a) of this Article 18, the amount of additional rent which would have been payable by Tenant under Article 24 hereof shall be deemed to be an amount equal to the amount of such additional rent payable by Tenant for the applicable period ending immediately preceding such termination of this Lease or such re-entry. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of Article 16 hereof, or under any provision of law, or had the Landlord not re-entered the premises.

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

**19. Waiver by Tenant.** Tenant, for Tenant, and on behalf of any and all persons, firms corporations and associations claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of an eviction or dispossession of a tenant for non-payment of rent, and of any other law of like import now or hereafter in effect. It is further mutually agreed that in the event Landlord commences any summary proceeding, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

20. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that, except in the case of any action, proceeding or counterclaim brought by either of the parties against the other for personal injury or property damage, the respective parties hereto shall, and they hereby do, waive trial by jury in any action, arising out of or in any way connected with this Lease, the relationship of landlord and tenant, Tenant's use or occupancy of the premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy.

21. Cleaning, Heating, Air Conditioning, Services, Etc. Tenant understands, and covenants and agrees, that Landlord shall not be obligated to furnish any heating, air conditioning or other services, utility or otherwise, of any kind or nature whatsoever, in and to the premises or the Building and all such services shall be furnished by Tenant, at its sole cost and expense, and subject to the approval of Landlord as to the means and methods thereof.

Tenant, at Tenant's sole cost and expense, shall keep the premises and the sidewalks in front of the premises clean and neat and shall remove all refuse, rubbish, debris and snow therefrom. All refuse, rubbish and debris shall be deposited only in such receptacles and in such a manner as shall be designated or approved by Landlord.

It is understood that at any time or times all or any of the elevators in the Building, if any, at the option of the Landlord, be automatic elevators, and Landlord shall be under no obligation to furnish an elevator operator for any automatic elevator. If Landlord shall at any time or times furnish any elevator operator for any automatic elevator, Landlord may discontinue furnishing such elevator operator and there shall be no diminution, reduction or abatement of rent by reason thereof. Landlord agrees to maintain the automatic elevator that serves the basement to the first floor of the building.

Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to stop or interrupt any heating, elevator, escalator, lighting, ventilating, air conditioning, gas, steam, power, electricity, water, cleaning or other similar or dissimilar service and to stop or interrupt the use of any Building facilities at such times as may be necessary and for as long as may be reasonably be required by reasons of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by the reason of any other similar or dissimilar cause beyond the reasonable control of Landlord. No such stoppage or interruption shall entitle Tenant to any diminution or abatement of rent or other compensation nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of any such stoppage or interruption. The provisions hereof do not, however, obligate Landlord to furnish any service or facility not otherwise specifically set forth in this Lease as an obligation on the part of Landlord.

22. Lease Contains All Agreements - No Waivers. This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the premises hereunder, and Landlord has not made and is not making, and Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Lease.

The failure of Landlord to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by Landlord of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expresses in writing and signed by Landlord. No surrender of the premises or of any remainder of the term of this Lease shall be valid unless accepted by Landlord in writing. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of any rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of any rent or additional rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of any rent or additional rent, or pursue any remedy or remedies available to Landlord. The receipt and retention by Landlord of fixed fee or other sum or charge payable hereunder from anyone other than Tenant shall not be deemed a waiver of the breach by Tenant of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance by Tenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Landlord of fixed rent, additional rent or other sum or charge with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed ma waiver of such breach. No executory agreement hereafter made between Landlord and Tenant shall be effective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing, refers expressly to this Lease and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

The Lease shall not be binding upon Landlord unless and until it shall have been executed by Landlord and Tenant and a fully executed counterpart of this Lease shall have been delivered by Landlord to Tenant.

23. Parties Bound. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provision of Article 7 hereof shall operate to vest any rights in any successor, assignee or legal representative of Tenant and that the provisions of this Article 23 shall not be construed as modifying the conditions of limitation contained in Article 16 hereof. It is understood and agreed, however, that the

covenants and obligations on the part of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a lease of the entire interest shall be deemed a transfer within the meaning of this Article 23.

24. Curing Tenant's Defaults - Additional Rent. If Tenant shall default in the performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case if such default continues after 3 days from the date of giving by Landlord to Tenant of written notice of intention to do so. Bills for any expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including, but not limited to, attorneys fees involved in collecting or endeavoring to collect the fixed rent or additional rent or other sum or charge or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by Landlord to Tenant including (without being limited to) electric lamps and other equipment, construction work done for the account of Tenant, water, ice, drinking water, drinking cups, towel and other services, as well as for any charges for any additional elevator, heating, air conditioning or cleaning services incurred under Article 21 hereof and any charges for other similar or dissimilar services incurred under this Lease, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills, and if not paid when due, the amounts thereof shall immediately become due and payable as additional rent under this Lease. In the event that Tenant is in arrears in payment of fixed rent or additional rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited. Landlord reserves the right, without liability to Tenant and without constituting any claim of eviction or constructive eviction, to suspend furnishing or rendering to Tenant any property, material, labor, utility or other service, wherever Landlord is obligated to furnish or render the same at expense of Tenant, in the event that (but only for so long as) Tenant is in arrears in paying Landlord therefor or Tenant is in default in the keeping, observance or performance of any covenant, agreement, term, provision and condition of this Lease.

25. Intentionally Omitted.

26. Miscellaneous.

(a) Notwithstanding anything contained in this Lease to the contrary, Tenant covenants and agrees that Tenant will not use the premises or any part thereof, or permit the premises or any part thereof to be used as a restaurant and/or bar and/or for the use of confectionery and/or soda and/or beverages and/or sandwiches and/or ice cream and/or baked goods or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever.

(b) If, in connection with obtaining financing for the Building, a banking, insurance or other recognized institutional lender shall request reasonable modifications in and to this Lease as a condition to such financing, Tenant will consent thereto, provided that such modifications do not increase the financial obligations of Tenant hereunder pursuant to Article 1 and hereof, or materially and adversely affect the leasehold interest hereby created.

(c) If, at any time during the last month of the term of this Lease, Tenant shall have removed all or substantially all of the Tenant's property from the premises, Landlord may, and Tenant hereby irrevocably grants to Landlord a license to, immediately enter and alter, renovate and redecorate the premises, without elimination, diminution or abatement of fixed or additional rent, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon this Lease.

(d) Tenant shall not place a load upon any floor of the premises exceeding the floor load per square foot which such floor was designated to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes which must be placed by Tenant, at Tenant's expense, so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

(e) Without incurring any liability to Tenant, Landlord may permit access to the premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the premises), or upon demand of any representative of the fire, police, building, sanitation or other department of any city, county, town, village, state or federal government.

(f) Tenant shall not be entitled to exercise any right of termination or other option granted to it by this Lease at any time when Tenant is in default in the performance, observance or keeping of any of the covenants, agreements, terms, provisions or

conditions on its part to be performed, observed or kept under this Lease.

(g) Tenant shall not place or permit to be placed any vending machines in the premises, except with the prior written consent of Landlord in each instance.

(h) Tenant shall not occupy any space in the Building (by assignment, sublease or otherwise) other than the premises hereby demised, except with the prior written consent of Landlord in each instance.

(i) Tenant will not clean, nor require, permit, suffer or allow any window in the premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or of the rules of any other board or body or governmental authority having or asserting jurisdiction.

(j) If, pursuant to any provision of this Lease, Landlord shall withhold its consent or approval or permission to any thing or matter requested by Tenant, Tenant shall not be entitled to bring or institute any action or other proceeding for damages or for any other remedy of any kind or nature whatsoever (unless, as provided elsewhere in this Lease, Landlord has agreed that its consent or approval or permission will not be unreasonably withheld or delayed, in which instance Tenant may bring or institute an action or other proceeding solely for the purpose of compelling the granting of such consent or approval or permission) and Tenant agrees to waive, and does hereby waive, any rights that it may have to bring any such action or other proceeding (except as herein otherwise provided).

(k) Tenant shall look solely to the estate and interest of Landlord, its successors and assigns in the Land and Building for the collection of a judgment or other judicial process requiring the payment of damages or money by Landlord or in the event of any default by Landlord hereunder and no other property or assets of Landlord (or, if Landlord is a partnership, of any partner of Landlord), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under and with respect to this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the premises or otherwise.

27. Pornographic Uses Prohibited. Tenant agrees that the value of the premises and the reputation of Landlord will be seriously injured if the premises are used for any obscene or pornographic purposes or any form of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material in, to or on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances in or on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor". Tenant agrees further that Tenant will not permit any of these uses by any subtenant of the premises or any assignee of this Lease. This Article shall directly bind any successors in interest of Tenant. Tenant agrees that if, at any time, Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this Lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined herein as it is in Penal law 235.00.

28. Business Conduct. Tenant, recognizing that the Building has been developed and is being maintained as a location for an outstanding type of business occupancy, and as a special inducement to Landlord to enter into this Lease, covenants and agrees that at all times (i) Tenant's use of the premises throughout the term will be consistent with the character and dignity of the Building, (ii) the business to be conducted at, through and from the premises will be first-class quality and reputable in every respect, (iii) the sales methods employed in said business, as well as all other elements of merchandising, display and advertising, will be dignified and in conformity with the highest standards of practice in Tenant's industry and (iv) the appearance of the premises (including the lighting and other appearances thereto), the appearance and deportment of all personnel employed therein, and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the premises, and of any signs, lettering announcements, or any other kinds of forms of inscriptions displayed in or about the premises will be only such as meet with Landlord's approval, and if at any time disapproved by Landlord, Tenant shall remove the basis for such disapproval in such manner and within such time as may be specified by Landlord in a written notice given by it to Tenant for such purpose.

Tenant will, promptly after demand by Landlord, and as often as each such demand shall occur, forthwith discontinue selling, or offering for sale, or permitting to be sold, or otherwise dealing in, or exhibiting, or advertising, in the premises, or any part thereof, any article or merchandise to which Landlord may object. Tenant will, promptly after demand by Landlord, and as often as each such demand shall occur, forthwith discontinue any advertisement, sign, notice, object, poster, exhibit and/or display in the premises, or any part thereof, to which Landlord may object.

Nothing contained in this Article or elsewhere in this Lease shall be construed to permit any use of the premises that is not within the permitted uses of the premises as specifically set forth in this Lease.

The violation by Tenant of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by Tenant under the terms of this Lease. Mention in this Article of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Any demand or demands by Landlord pursuant to the provisions of this Article and compliance therewith by Tenant shall not impair this Lease or affect Tenant's liability hereunder, nor shall Tenant be entitled to any compensation or diminution or abatement of rent by reason thereof.

29. Hazardous Waste. Throughout the term of this Lease, Tenant shall not undertake or permit any Environmental



Activity (as such term is hereinafter defined) other than (i) in compliance with all applicable laws and ordinances and all rules, orders and regulations, present or future, ordinary or extraordinary, foreseen or unforeseen) of any federal, state or local governmental authority (hereinafter collectively referred to as "Legal Requirements"), and (ii) in such a manner as shall keep the premises, the Building and the Land free from any lien imposed pursuant to any Legal Requirement in respect of such Environmental Activity. Tenant shall take all necessary steps to ensure that any Environmental Activity undertaken or permitted at the premises is undertaken in a manner as to provide prudent safeguards against potential risks to human health or the environment. Tenant shall notify Landlord within 24 hours of the release of any Hazardous Materials (as such term is hereinafter defined) from or at the premises which could form the basis of any claim, demand or action by any party. Landlord shall have the right, from time to time, at Tenant's expense, to conduct an environmental audit or such other examinations, tests, inspections and reviews of the premises as Landlord, in its sole discretion, shall deem necessary, appropriate or desirable and Tenant shall cooperate in the conduct of any such environmental audit, examination, test, inspection or review. If Tenant shall breach the covenants provided in this Article, then, in addition to any other rights and remedies which may be available to landlord pursuant to this Lease or otherwise at law, Landlord may require Tenant to take all actions, or to reimburse Landlord for the costs of any and all actions taken by Landlord, as are necessary, appropriate or desirable to cure such breach. for purposes of this Article, the term "Environmental Activity" means any use, storage, installation, existence, release, threatened release, discharge, generation, abatement, removal, disposal, handling or transportation from, under, into or on the leased premises of (a) any "hazardous substance" as defined in any federal statute, (b) petroleum, crude oil or any fraction thereof, natural gas or synthetic gas used for fuel, and (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under the laws of the State of New York or any other Legal Requirements the materials described in clauses (a) through (c) being collectively referred to as "Hazardous Materials". The provisions of subparagraph (j) of Article 6 of this Lease shall be applicable to any failure by Tenant to comply with or keep or perform the provisions of this Article. The obligations of Tenant under this Article shall survive the expiration or sooner termination of the term of this Lease.

30. Inability to Perform. This Lease and the obligations of Tenant to pay fixed rent, additional rent and all other sums and charge hereunder and perform, observe and keep all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed, observed and kept shall in no wise be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacement, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or any other similar or dissimilar cause whatsoever beyond Landlord's reasonable control, including, but not limited to, government preemption in connection with a national energy or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency.

31. Adjacent Excavation - Shoring. If an excavation shall be made upon land adjacent to or under the Building, or shall be authorized or contemplated to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the premises for the purpose of doing such work as said person shall deem necessary or desirable to preserve the Building from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of fixed rent, additional rent or any other sum or charge payable by Tenant hereunder.

32. Broker. Tenant states, with respect to the terms, conditions and provisions of this Lease as set forth herein, that no real estate broker, agent or finder brought about the terms and conditions of this Lease. The Landlord agrees that the Landlord shall be liable for the payment of brokerage commissions that are due, if any.

33. ARTICLE HEADINGS. The Article headings of this Lease are for convenience only and are not to be considered in construing the same.

34. Holdover. If Tenant shall hold over after the expiration of the term of this Lease, such holding over shall be deemed a month-to-month tenancy, which tenancy may be terminated pursuant to applicable law, and until Tenant has vacated the premises if agrees to pay the Landlord for the use and occupancy of the premises an amount equal to two and one-half times the total of the fixed rent and additional rent payable pursuant to Article 24 then being paid or payable by Tenant to Landlord.

35. Security. Tenant has deposited with Landlord the sum of \$10,000.00 as security for the faithful performance and observance by tenant of the terms, provisions and conditions of this Lease. In the event that Tenant is in default of any of the terms, conditions and provisions of this Lease, Landlord may, but is not obligated to, apply such amount of the Security to the payment of Rent and Additional Rent and the cost and expense of re-letting the demised premises whether or not incurred after summary proceedings are instituted. In the case of the sale or transfer the Security Deposit to the successor owner/lessee. Tenant further covenants that Tenant shall not assign or encumber the Security Deposit and tat Landlord, its successors and assigns shall not be bound by any such act taken by Tenant.

36. Landlord's Interest in Premises. Landlord's interest in the premises is derived pursuant to the terms of a certain lease (herein referred to as the "Prime Lease") dated as of 12-1-11 (as thereafter modified and amended) between Denton Avenue Properties, LLC as landlord (herein referred to as "Owner"), and Grand Auto Body Inc., as tenant, covering certain commercial space in the Building as more specifically set forth thereon. Accordingly, notwithstanding anything to the contrary contained in this Lease, this Lease is, in fact, a sublease. For the purposes of this Lease, the Prime Lease shall be, and shall be deemed to be, included in the term "underlying lease" wherever it appears and Owner shall be, and shall be deemed to be, included as a "lessor under an underlying lease".

Tenant understands that, in order for Landlord to lease and demise the premises to Tenant for the term set forth in Article 1 hereof, Landlord is required to exercise certain options to extend the term of the Prime Lease as therein set forth. Landlord agrees that, so long as Tenant is not in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed, beyond any applicable cure period, Landlord shall timely exercise such options to the intent and purposes that the term of this Lease shall be as set forth in said Article 1.

If, at anytime during the term of this Lease, Tenant shall claim that Landlord is in default or in breach of its obligations hereunder or is otherwise liable to Tenant and such default or breach or liability shall result from, or be attributable to, the default or failure of owner, Tenant agrees that Landlord shall not be liable or responsible to Tenant in connection therewith; provided, however, Landlord agrees to assign to Tenant any cause of action that Landlord may have against Owner as a result of such default or failure.

37. Quiet Enjoyment. Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the premises without hindrance or molestation by Landlord or by any other person lawful claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Lease and to the ground leases and/or underlying lease and/or mortgages to which this Lease is subject and subordinate as hereinbefore set forth.

38. Tenant's Right to Cancel. At any time during the term hereof, Tenant, upon at least six (6) months prior written notice to Landlord, may elect to cancel and terminate this Lease and the term and estate hereby granted as of the date set forth in said notice by Tenant to Landlord (hereinafter referred to as the "Termination Date"). In the event (a) Tenant shall vacate and surrender the premises on or before the Termination Date and Tenant shall not otherwise be in default of any of the covenants, agreements, terms, provisions and conditions of this Lease on its part to be kept, observed and performed hereunder and (b) Landlord shall have re-let the premise for a term commencing on the date immediately following the Termination Date, Landlord shall return to Tenant the \$10,000.00 referred to in Article 1 hereof; provided, however, if, on the Termination Date, Landlord shall not have re-let the premises, Landlord shall be entitled to retain said \$10,000.00 until such time as Landlord shall have re-let the premises and at the time of such re-letting, Landlord shall only be obligated to return to Tenant an amount equal to \$10,000.00 less \$10,000.00 for each calendar month or part thereof occurring immediately after the expiration of the Termination Date during which Landlord did not re-let the premises.

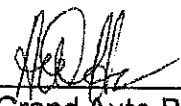
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD

  
\_\_\_\_\_  
Denton Avenue Properties, LLC

Attest/Witness:

TENANT

  
\_\_\_\_\_  
Grand Auto Body, Inc.

Attest/Witness:

# **REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between 270 Park Ave LLC ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 10,000 square foot parking lot at the corner of Armstrong and Broadway in Garden City Park (the "Premises") located at Armstrong rd & Broadway, Garden City Park, Ny, 11040.

**TERM.** The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,800.00, payable in advance on the first day of each month, for a total lease payment of \$21,600.00. Lease payments shall be made to the Landlord at 270 Park Ave, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord



may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

270 Park Ave LLC  
270 Park Ave  
Garden City Park, NY 11040

**TENANT:**

A1 Grand Auto Body  
105 Herricks Road  
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

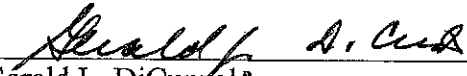
**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

**LANDLORD:**  
**270 Park Ave LLC**

By:  Date: December 18, 2013  
Gerald L. DiCunzio  
Member

**TENANT:**  
**A1 Grand Auto Body**

By: \_\_\_\_\_ Date: December 18, 2013  
\_\_\_\_\_  
\_\_\_\_\_

# **REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated January 1, 2014, by and between Bedik Muran Realty Corp. ("Landlord") and A1 Grand Auto Body ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 5,000 square foot parking 200 Armstrong Rd, in Garden City Park (the "Premises") NY 11040

**TERM.** The lease term will begin on January 1, 2014, and will terminate on December 31, 2020.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$3,000.00, payable in advance on the first day of each month, for a total lease payment of \$36,00.00. Lease payments shall be made to the Landlord at 200 Armstrong, Garden City Park, NY 11040, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Temporary storage of motor vehicles. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation with 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord

may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Bedik Muran Realty Corp.  
200 Armstrong rd.  
Garden City Park, NY 11040

**TENANT:**

A1 Grand Auto Body  
105 Herricks Road  
Garden City Park, NY 11040

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New York.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

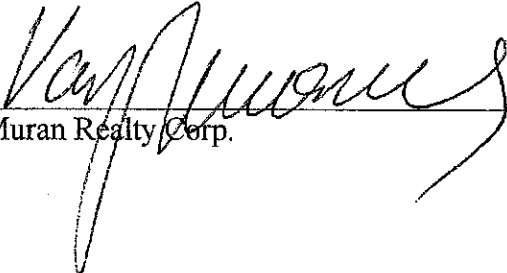
**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

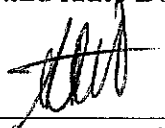
**LANDLORD:**

**Bedik Muran Realty Corp.**

By:  Date: December 18, 2013  
Bedik Muran Realty Corp.

**TENANT:**

**A1 Grand Auto Body**

By:  Date: December 18, 2013  
Ariel Hogan (President)  
\_\_\_\_\_

as per attached Survey (Schedule "A")

NEW YORK

NEW YORK

for the term of ten (10) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the

5th day of March, 2000

1st day of April, 2010

and to end on the

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.
2. Tenant shall use and occupy demised premises for auto body repair.

Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in the demised premises by using contractors or mechanics recommended in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies, and (upon completion) certificates of final approval, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause its contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as may be required. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days of the filing of such lien at Tenant's expense, by payment of the full amount of such lien. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises to Owner, by notice to Tenant no later than twenty days prior to the date of the termination of this lease, elects to relinquish Owner's rights hereunder and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner the right to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises, the removal of other installation as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the discretion of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Owner shall maintain and repair the public portions of the building, including the sidewalk and the building, and shall allow Tenant to erect on the outside of the building signs or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant. Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs therein necessary to keep same in good order and condition at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant

shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty which are dealt with in Article 9 hereof.

#### Window Cleaning:

5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

#### Requirements of Law, Fire Insurance:

6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do

taking all necessary legal steps including filing such bonds as will be set by the Court to remove the mechanic's lien.

105 Horst Road

Queens City Park, NY 11040

(516) 294-4200

44 New York


WITNESSES  
A. R. A.

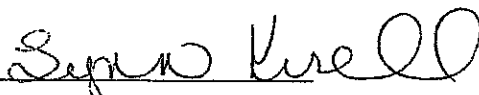


## ASSIGNMENT OF LEASE AGREEMENT

Notwithstanding the terms of the Assignment of Lease made July 1, 2001, by Brian Hogan, as assignor, to A1 Grand Auto Body, Inc., as assignee. Brian Hogan hereby agrees to fully guarantee to Landlord, 105 Herricks Road LLC, all payments due under the terms of the lease dated March 17, 2000, including any and all extensions.

Dated 6-13, 2008 Assignor:   
By: Brian Hogan

Dated 6-13, 2008 Assignee:   
A1 Grand Auto Body, Inc  
By: Richard Holecek, President

Dated: 6-13, 2008 Landlord:   
105 Herricks Road, LLC  
By: Lynn Kirell, Managing Member



## Verification Certificate

This is to certify that Bond No. [REDACTED] issued by the member company of The Hartford  
subscribing this certificate, dated March 14, 2014  
in the amount of Twenty Thousand Two Hundred Seventy-Eight  
Dollars \$20,278.00  
on behalf of A-1 Grand Auto Body Inc. , as Principal,  
and in favor of County of Nassau, Nassau County Police Department , as Obligees,  
covers an indefinite term which began on March 14, 2014 , and ends with the cancellation of  
said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

**ANNIVERSARY PREMIUM PERIOD:** March 14, 2014 - April 30, 2015

Signed, Sealed, and Dated April 10, 2014

Attest or Witness

[Signature]

Hartford Fire Insurance Company

Surety

[Signature]

By: [Signature] (Seal)

Shanta Mahadeo , Attorney in fact

CC:

CC:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 866-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: \_\_\_\_\_

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint **up to the amount of UNLIMITED**

JOELLE L. LAPIERRE, TERUKO REINERTSEN, VL. WHEELER, SUZAN TURNER, GLORIA DIAZ, SANDI SMITH, SUANNE COX, LISA E. BARROWS, SALLY P. GALLAND, FRANTZ GEBARA, JULIO DELVALLE, KATHLEEN ADAMS, EMILY OLAN, GEOFFREY RAMPERSAD, EUGENE HERRERA, CHRISTINA HEATLEY, LORI S. DAMRON, SLOBODANKA BILIC, SHARI RUFF, TANYA RIOS, SHANTA MAHADEO, AMY JO MILLER, ALPHA D. LAUREANO, REINA DAIL, JUDY BURTON, LILIANA JOHNSON, TAMMY BROWN, SANDY HEAD, MICHELE CONLEY, JENNIFER MORALES, JESSICA CICCONE, GREGORY MARKHAM, SARA DIFIORE, NANCY DUDLEY, SHELBY WIGGINS, JENNIFER JENSEN, MELISSA HASKINS, BRADY MORIARTY OF LAKE MARY, FLORIDA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



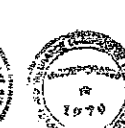
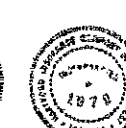
CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 10, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK }  
COUNTY OF } ss

On this .....day of ..... before me personally appeared  
.....to be known, who, being by me duly sworn, did depose and  
say; that he/she resides at....., that he/she is the .....  
President of .....the corporation described in and which  
executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed  
to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation;  
and that he/she signed his/her name thereto by like order.

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

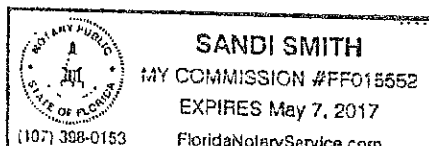
STATE OF NEW YORK }  
COUNTY OF } ss

On this .....day of ..... before me personally appeared  
.....to me know to be (the individual) (one of the firm  
of.....), described in and who executed the within instrument and he/she  
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF Florida }  
COUNTY OF Seminole } ss

On this April 10, 2014, before me personally came Shanta Mahadeo  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
Lake Mary, FL.  
.....; that he/she is the Attorney-in-Fact of the  
Hartford Fire Insurance Company..... the corporation described in which  
executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that  
he/she signed his/her name thereto by like order; and the affiant did further depose and say that the  
Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of  
the State of New York, issued to Hartford Fire Insurance Company..... his/he  
certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the  
State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that  
such certificate has not been revoked.



*Sandi Smith*  
Notary Public

# HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, June 30, 2013

(Statutory Basis)

## ASSETS

U.S. Government Bonds .....	\$ 679,442,164
Bonds of Other Governments .....	210,585,467
State, County Municipal	
Miscellaneous Bonds .....	12,795,037,836
Stocks .....	5,746,189,782
Short Term Investments .....	530,486,546
	<u>\$ 19,981,741,797</u>
Real Estate .....	\$ 208,621,918
Cash .....	70,046,570
Agents' Balances (Under 90 Day) .....	2,953,283,280
Other Invested Assets .....	559,494,594
Miscellaneous .....	2,454,057,777
Total Admitted Assets .....	<u>\$ 26,207,245,936</u>

## LIABILITIES

Reserve for Claims	\$	
and Claim Expense .....		7,374,420,478
Reserve for Unearned Premiums .....		2,008,247,437
Reserve for Taxes, License		
and Fees .....		59,087,360
Miscellaneous Liabilities .....		2,391,323,633
Total Liabilities .....	\$	<u>11,833,078,908</u>
Capital Paid In	\$	54,740,000
Surplus .....		<u>14,319,427,028</u>
Surplus as regards Policyholders .....	\$	<u>14,374,167,028</u>
Total Liabilities, Capital		
and Surplus .....	\$	<u>26,207,245,936</u>

STATE OF CONNECTICUT

COUNTY OF HARTFORD

CITY OF HARTFORD

} ss.

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2013.

Subscribed and sworn to before me  
this 1st day of November, 2013.

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016



*M. Ross Fisher*  
M. Ross Fisher, Vice President

*Wesley W. Cowling*  
Wesley W. Cowling, Assistant Secretary

E-33-16

BHF (02/2016)

**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.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

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

Date: Feb 11, 2016

1) Bidder's/Proposer's Legal Name: Al Grand Auto body Inc

2) Address of Place of Business: 105 Herricks rd, Garden City Park NY 11040

List all other business addresses used within last five years:

Not - Applicable

3) Mailing Address (if different): Not - Applicable

Phone: 516 294-4200

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: Not - Applicable

5) Federal I.D. Number: 11-354 2226

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). \_\_\_\_\_

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2016 FEB 18 P 2:40

- 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 X 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 X 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 any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(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 on behalf of Nassau County. No Conflict exist  
\_\_\_\_\_  
\_\_\_\_\_

(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 on behalf of Nassau County. No Conflict exist  
\_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exist  
\_\_\_\_\_  
\_\_\_\_\_

- b) Please describe 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. Our firm's procedure in the event of a conflict of interest, would be to immediately contact Nassau County to be advised of any direction need to be taken, in order to stay within the contract regulations of Nassau County.



BHF (02/2016)

- 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 **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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.

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 Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave

City/State Garden City, NY 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address KJackson@garden.city

---

BHF (02/2016)

Company Village of New Hyde Park  
Contact Person Pat Anderson  
Address 1420 Sericho Turnpike  
City/State New Hyde Park, NY 11040  
Telephone (516) 354-0022  
Fax # (516) 354-6001  
E-Mail Address NHPClock@VNHP.org

---

Company Village of Mineola  
Contact Person Joey Gorycks  
Address 155 Washington Ave  
City/State Mineola NY 11501  
Telephone (516) 746-0750  
Fax # (516) 746-5602  
E-Mail Address None

E. 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.

Non-applicable.

BHF (02/2016)

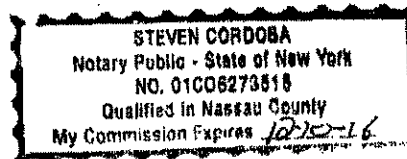
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT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

I, Ariel Hagen, 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 11th day of February

2016

Notary Public



Name of submitting business: A1 Grand Auto Body Inc

By: Ariel Hagen Print

[Signature] Name

Signature

President

Title

2 / 11 / 16 Date

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.**

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

- Principal Name Ariel Hogan  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address 105 Herrick rd  
 City/state/zip Garden City Park NY 11040  
 Telephone 516 - 294-4200  
 Other present address(es) NONE  
 City/state/zip NONE  
 Telephone NONE  
 List of other addresses and telephone numbers attached \_\_\_\_\_
- Positions held in submitting business and starting date of each (check all applicable)  
 President 2/27/13 Treasurer \_\_\_\_\_  
 Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
 Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
 Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
 Vice President \_\_\_\_\_  
 (Other) \_\_\_\_\_
- Do you have an equity interest in the business submitting the questionnaire?  
 NO \_\_\_\_\_ YES X If Yes, provide details. 100% share holder in Al Grand Auto Body Inc.
- 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 X If Yes, provide details. Truck loan Santander Bank  
Contract # [REDACTED] 2015 Ford F650 Flatbed
- 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 X If Yes, provide details.  
Grand Auto Body Inc, 121 Bedell St Properties, Denton Ave Properties LLC
- 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 X 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 X 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 X 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 X 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 X 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 X YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO X 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 X 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 X 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 X YES \_\_\_\_ If Yes, provide details for each such occurrence.

PQF (02/2016)

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 5? 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.

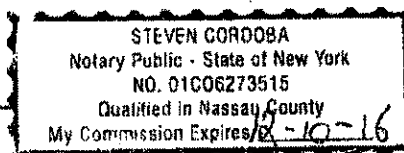
**CERTIFICATION**

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, Ariel Hogan, 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 11th day of February 2016

Notary Public



Al Grand Auto Body Inc  
Name of submitting business

Ariel Hogan  
Print name


[Signature]  
Signature

President  
Title

2, 11, 16  
Date

## **A1 Grand Auto Body, Inc.**

105 Herricks Road  
Garden City Park, NY 11040

1. Date of formation 3/24/2000
- 2/3. Ariel Hogan 100 % shareholder  

4. New York State Corporation
5. Employees - six employees
6. Annual Revenue 1,260,844 for the year 2014
7. Summary of relevant accomplishments  
Licensed New York State Auto Appraiser  
Since 1939 have 4 generations of continuous auto tow and body  
Experience to accidents and tows calls for municipalities listed:  
Nassau County Tow Impound Garage  
Garden City Tow Impound Garage  
Village of New Hyde Park Tow Impound Garage  
Mineola Tow Impound Garage  
Tow Advisory Board - Town of North Hempstead  
Town of North Hempstead Tow
8. Copies of all state and local licenses and permits  
See attached
- B. 15 years at this location
- C. Towing for Nassau County many years  
Refer to list below



North American Specialty Insurance Company

**PERFORMANCE BOND**

Bond No. 2202550

KNOW ALL MEN BY THESE PRESENTS, That we, A-1 Grand Auto Body Inc.  
105 Herricks Road, Garden City NY 11040

as Principal, and the North American Specialty Insurance Company  
a New Hampshire corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this  
Performance Bond, are firmly held bound unto County of Nassau  
1490 Franklin Avenue, Mineola NY 11501

hereinafter referred to as the Oblige, for such monetary amount as incurred by the Oblige, not to exceed  
the penal sum of One Hundred Seventy Four Thousand Five Hundred Thirty & 00/100 174,530.00,

as may be required to remedy any contractual default by the Principal in the performance of that certain  
written contract between Principal and Oblige dated 01/16/16 - 01/16/19 for County Impound Contract - 9899-08144-171

hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally.

**CONDITIONS**

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Oblige; (2) the Principal is actually in default under the above Contract, and is declared by the Oblige hereafter to be in default; (3) the Oblige has performed all of the obligations of the Oblige under the above Contract; and (4) the Oblige has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

**LIMITATIONS AND EXCLUSIONS**

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Oblige, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
- (2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
- (3) Determine the amount for which the Surety may be liable to the Oblige, and as soon as a practicable thereafter, tender payment thereof to the Oblige; or
- (4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

Performance Bond

This bond is for a one-year term beginning January 16, 2016. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligor due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligor recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligor. In the event that the Obligor is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligor, and the aggregate liability of the Surety to the Obligor shall in no event exceed the above penal sum.

The consent of the Surety shall be required with regard to any changes or alterations in the above Contract including, but not limited to, where the cost thereof, added to prior changes or alterations, causes the aggregate cost of all changes and alterations to exceed 10 percent of the original contract price, or where the completion thereof is extended by more than 90 days.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commenced against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commenced shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this 10th day of February, 2016.

A-1 Grand Auto Body Inc.

North American Specialty Insurance Company

Principal

Surety

By: [Signature]

By: [Signature]

John E. Roe, Jr.,

Attorney-in-Fact

County of Nassau

Obligee

By: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF Nassau

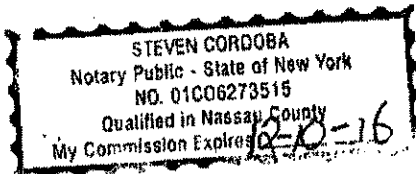
On this 11th day of February, 2016, before me  
personally appeared \_\_\_\_\_,  
to me known to be President and \_\_\_\_\_  
of AN 6102 Auto Collision INC the corporation  
executing the above instrument, and acknowledged said instrument to be the  
free and voluntary act and deed of said corporation, for the uses and purposes  
therein mentioned and on oath stated that the seal affixed is the seal of said  
corporation and that it was affixed and that \_\_\_\_\_  
executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
OFFICIAL SEAL the day and year first above written.



(Seal)

Notary Public, residing at Golden City Park  
(Commission expires 12-10-16)




**ACKNOWLEDGMENT BY SURETY**

STATE OF NEW YORK )  
 ) ss.  
County of NASSAU )

On this 10th day of February, 2016, before me personally  
appeared John E. Roe, Jr., known to me to be the Attorney-in-Fact  
of North American Specialty Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid County, this day and year in this certificate first above written.



Notary Public in the State of  
County of Nassau

**FRED NASH ROE**  
Notary Public, State of New York  
No. 01RO-4815494  
Qualified in Nassau County  
Commission Expires July 1, 2019

**NAS SURETY GROUP**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN E. ROE, JR., RICHARD K. KAINZ, E. TIMOTHY KENNEALLY,

PATRICIA VON POSCH and HILLEN DUNHAM

JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be heretofore affixed, and these presents to be signed by their authorized officers this 5th day of June, 2012.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois ss:  
County of Cook

On this 5th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February, 2016.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
A New Hampshire Corporation

**BALANCE SHEET AS OF DECEMBER 31, 2014**  
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioners Basis

**ASSETS**

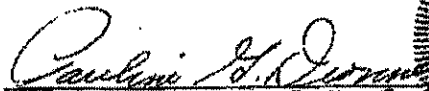
**LIABILITIES**

Cash	108,808,410	Reserve for Unearned Premiums	6,287,571
Bonds	293,429,658	Reserve for Losses and Loss Adjustment Expenses	34,942,556
Other Invested Assets	80,024,884	Funds Withheld	10,710,248
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,812
		Surplus	384,220,673
<b>TOTAL ADMITTED ASSETS</b>	<b>547,290,661</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>547,290,661</b>

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 8-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

  
Edward D. Stys  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 19 day of March, 2015

  
Notary Public, JUSTICE OF THE PEACE



**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK  
INSURANCE LAW**

It is hereby certified that

**North American Specialty Insurance Company  
of Manchester, New Hampshire**

a corporation organized under the laws of the State of New Hampshire, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$384,220,673.00 (Capital \$4,800,000.00) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 6th day of May, 2015.

Benjamin M. Lawskey  
Superintendent

By   
Jacqueline Catalfamo  
Special Deputy Superintendent

North American Specialty Insurance Company

**PERFORMANCE BOND**

Bond No. 2202550

KNOW ALL MEN BY THESE PRESENTS, That we, A-1 Grand Auto Body Inc.  
105 Herricks Road, Garden City NY 11040  
as Principal, and the North American Specialty Insurance Company  
a New Hampshire corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this  
Performance Bond, are firmly held bound unto County of Nassau  
1490 Franklin Avenue, Mineola NY 11501

hereinafter referred to as the Obligor, for such monetary amount as incurred by the Obligor, not to exceed  
the penal sum of One Hundred Seventy Four Thousand Five Hundred Thirty & 00/100 174,530.00 ),  
as may be required to remedy any contractual default by the Principal in the performance of that certain  
written contract between Principal and Obligor dated 01/16/16 - 01/16/19 for County Impound Contract - 9899-08144-171

hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally.

**CONDITIONS**

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Obligor; (2) the Principal is actually in default under the above Contract, and is declared by the Obligor hereafter to be in default; (3) the Obligor has performed all of the obligations of the Obligor under the above Contract; and (4) the Obligor has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

**LIMITATIONS AND EXCLUSIONS**

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Obligor, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
- (2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
- (3) Determine the amount for which the Surety may be liable to the Obligor, and as soon as a practicable thereafter, tender payment thereof to the Obligor; or
- (4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.



Performance Bond

This bond is for a one-year term beginning January 16, 2016. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligor due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligor recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligor. In the event that the Obligor is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligor, and the aggregate liability of the Surety to the Obligor shall in no event exceed the above penal sum.

The consent of the Surety shall be required with regard to any changes or alterations in the above Contract including, but not limited to, where the cost thereof, added to prior changes or alterations, causes the aggregate cost of all changes and alterations to exceed 10 percent of the original contract price, or where the completion thereof is extended by more than 90 days.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commenced against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commenced shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this 10th day of February, 2016.

A-1 Grand Auto Body Inc.

North American Specialty Insurance Company

Principal

Surety

By: [Signature]

By: [Signature]

John E. Rbe, Jr.,

Attorney-in-Fact

County of Nassau

Obligee

By: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF Nassau

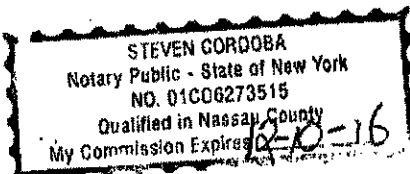
On this 11th day of February, 2016, before me  
personally appeared \_\_\_\_\_  
to me known to be President and \_\_\_\_\_  
of Al Global Auto Collision Inc the corporation  
executing the above instrument, and acknowledged said instrument to be the  
free and voluntary act and deed of said corporation, for the uses and purposes  
therein mentioned and on oath stated that the seal affixed is the seal of said  
corporation and that it was affixed and that \_\_\_\_\_  
executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
OFFICIAL SEAL the day and year first above written.



(Seal)

Notary Public, residing at Golden City Park  
(Commission expires 12-10-16)




**ACKNOWLEDGMENT BY SURETY**

STATE OF NEW YORK )  
 ) ss.  
County of NASSAU )

On this 10th day of February, 2016, before me personally  
appeared John E. Roe, Jr., known to me to be the Attorney-in-Fact  
of North American Specialty Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of  
County of Nassau

**FRED NASH ROE**  
Notary Public, State of New York  
No. 01RO-4815494  
Qualified in Nassau County  
Commission Expires July 1, 2019

**NAS SURETY GROUP**

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN E. ROE, JR., RICHARD K. KARNZ, E. TIMOTHY KENNEALLY,

PATRICIA VON POSCH and EILEEN DUNHAM

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By [Signature]  
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of June, 20 12.

**North American Specialty Insurance Company  
Washington International Insurance Company**

State of Illinois  
County of Cook

ss:

On this 5th day of June, 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February, 20 16.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
A New Hampshire Corporation

**BALANCE SHEET AS OF DECEMBER 31, 2014**  
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioners Basis

**ASSETS**

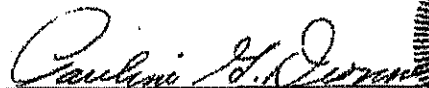
**LIABILITIES**

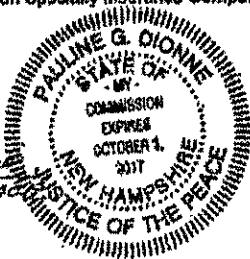
Cash	108,808,410	Reserve for Unearned Premiums	6,287,571
Bonds	293,429,658	Reserve for Losses and Loss Adjustment Expenses	34,942,566
Other Invested Assets	80,024,884	Funds Withheld	10,710,249
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,612
		Surplus	384,220,673
<b>TOTAL ADMITTED ASSETS</b>	<b>547,290,661</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>547,290,661</b>

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

  
Edward D. Stys  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 19 day of March, 2015

  
Notary Public



**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK  
INSURANCE LAW**

It is hereby certified that

**North American Specialty Insurance Company  
of Manchester, New Hampshire**

a corporation organized under the laws of the State of New Hampshire, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$384,220,673.00 (Capital \$4,800,000.00) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 6th  
day of May, 2015.

Benjamin M. Lawsky  
Superintendent

By *Jacqueline Catalfamo*  
Jacqueline Catalfamo  
Special Deputy Superintendent

E-33-16

License  
59

Expires  
June 30, 2016

# Town of Hempstead

## 2015/2016 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD  
REGULATING THE OPERATION OF TOW CARS

It is to certify that

AAAA-1 AUTO & TOWING

of HICKSVILLE

, N.Y., having filed an application pursuant to, and complied with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below:

Dated 10/22/2015

Number of Vehicles licensed 15

Fee Paid \$1,250.00

The following Town of Hempstead license numbers have been issued to the above named owner:

183, 184, 185, 186, 188, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208

Issued under the direction of  
Nasrin G. Ahmad, Town Clerk

By:

*Talib Humeis*

Deputy Town Clerk



RECEIVED

JUN 29 2016