



Certified: --

E-28-22

Filed with the Clerk of the Nassau
County Legislature on
April 4, 2022 10:58am

NIFS ID: CQPK22000005

Capital:

Contract ID #: **CQPK22000005**

NIFS Entry Date: **03/16/2022**

Department: Parks

Service: **Catering and Restaurant Facilit**

Term: **10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work**

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue: X	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required	Yes

Vendor/Municipality Info:	
Name: EGB Hospitality LLC	ID#: 844752862
Main Address: 44 OLD OX ROAD MANHASSET, NY 11030	
Main Contact: ELIAS TRAHANAS	
Main Phone: (516) 376-8006	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

Purpose: : The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")

Method of Procurement: RFP PK0601-2115 issued June 18, 2021. Two (2) proposals were received and evaluated. As a result of

the scoring and ranking, the highest-ranking proposer was selected. EGB Hospitality LLC was the awarded Proposer
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Description of General Provisions: The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")
Impact on Funding / Price Analysis: Revenue contract
Change in Contract from Prior Procurement: n/a
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Responsibility Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	500	PKGGEN3110 500	01	\$0.01
						TOTAL		\$0.01

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Patti Buffolino	03/16/2022 02:07PM	Approved
NIFS Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
Final Approval	Linda Barker	03/16/2022 02:15PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	03/18/2022 12:01PM	Approved
RE & Insurance Verification	Andrew Amato	03/16/2022 02:32PM	Approved
NIFS Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
Final Approval	Daniel Gregware	03/24/2022 05:04PM	Approved
OMB			
NIFS Approval	Sanju Jacob	03/24/2022 03:53PM	Approved
NIFA Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Final Approval	Irfan Qureshi	03/24/2022 04:08PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	04/01/2022 05:49PM	Approved
DCE Compliance Approval	Robert Cleary	04/01/2022 05:50PM	Approved
Vertical DCE Approval	Edward Powers	04/04/2022 10:08AM	Approved
Final Approval	Edward Powers	04/04/2022 10:08AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/04/2022 10:47AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending

Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH EGB HOSPITALITY LLC.

WHEREAS, the County has negotiated a license agreement with EGB Hospitality LLC in relation to the use and occupancy of certain land and facilities at Eisenhower Park in East Meadow, Town of Hempstead, for the purpose of operating a food service concession consisting of (i) all rooms located within the building which currently houses the restaurant, catering, cigar lounge and all other rooms located at the facility currently known as “Carlton on the Park” (such building, the “Facility”), (ii) the parking facilities and all roadway area adjacent to the Facility, and (iii) the outdoor patio areas adjacent to the Facility (collectively, the “Licensed Premises”); and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Department has reviewed the proposed action, namely the grant of a concession license to EGB Hospitality LLC to use the Licensed Premises, and recommends that the action be identified as an “Unlisted” action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and has further reviewed the Short Environmental Assessment Form (“SEAF”) for the proposed action and recommends that the Legislature, upon its review of the SEAF and any supporting documentation, if any,

determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said license agreement with EGB Hospitality LLC;

RESOLVED, that it is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed grant of a concession license to EGB Hospitality LLC to use the Licensed Premises has been determined not to have a significant effect on the environment and no further review is required.

Redacted copy

THIS LICENSE AGREEMENT ("License" or "Agreement" or "License Agreement") made as of date last executed by the parties (such date, the "Effective Date"), between the COUNTY OF NASSAU, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, NY 11501 (the "County") acting by and through the Department of Parks, Recreation & Museums (the "Department") having its principal office at Administration Building, Eisenhower Park, East Meadow, New York 11554 ("Parks"), and EGB HOSPITALITY LLC, having its principal office at 329 Sunrise Highway, Rockville Centre, New York 11570 ("Licensee").

WITNESSETH:

WHEREAS, Parks, pursuant to Section 2165 of the County Charter, has jurisdiction over parklands of the County of Nassau and facilities therein;

WHEREAS, Parks desires to provide for the operation of the Licensed Premises (as defined herein) as a concession for the accommodation, enjoyment, and convenience of the public;

WHEREAS, Parks issued Request for Proposals PK0601-2115 on June 18, 2021;

WHEREAS, the County selected Licensee as the winning proposer, based on the view that Licensee is well-qualified to develop, facilitate, improve, and enhance the public use and enjoyment of the Premises and the County wishes to provide for the long-term operation and maintenance of the Premises, subject to the terms and conditions contained herein;

WHEREAS, Licensee desires to operate and manage the Licensed Premises in accordance with the terms set forth herein; and

WHEREAS, Parks and Licensee desire to enter into this License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises;

WHEREAS, this License Agreement entirely replaces and supersedes all existing agreements regarding the Licensed Premises as such term is herein defined; and

WHEREAS, Licensee is willing to abide by and carry out the conditions and regulations of this Agreement which shall not be considered a lease, but merely a license, revocable on notice as provided herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I. DEFINITIONS

1.1. As used throughout this License Agreement, the following terms shall have the meanings set forth below:

- (a) "County" shall mean the County of Nassau, its departments, and political subdivisions.
- (b) "Commissioner" shall mean the Commissioner of the Nassau County Department of Parks, Recreation & Museums, or his/her successor (as identified by the County) and his/her designee.
- (c) "Comptroller" shall mean the Comptroller of the County of Nassau.
- (d) "DPW" shall mean the Nassau County Department of Public Works.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage the Licensed Premises.
 - (i) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to the Licensed Premises subsequent to the date of execution of this License.
 - (ii) "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (g) "Year" or "Operating Year" shall both refer to the period between the Preliminary Term Commencement Date or the Term Commencement Date, as applicable, in any calendar year and the day before the anniversary of the Preliminary Term Commencement Date or the Term Commencement Date, as applicable, in the following calendar year.
- (h) "Licensed Premises" shall mean the existing food services concession premises located at Eisenhower Park in East Meadow consisting of (i) all rooms located within the building which currently houses the restaurant, catering, cigar lounge and all other rooms located at the facility previously known as "Carlton on the Park" (such building, the "Facility"), (ii) the parking facilities and all roadway area adjacent to the Facility, (iii) the Eisenhower Golf Course concession stands and on-course catering, and (iv) the outdoor patio areas adjacent to the Facility.
- (i) "Gross Receipts" shall mean the following:
 - (i) all funds received by, Licensee without deduction or set-off of any kind, from all revenue producing activities as may be specifically allowed hereunder or approved by Parks, and directly related to and derived from Licensee's activities at the Licensed Premises provided that Gross Receipts shall exclude: (a) the amount of any Gratuities and federal, state or local sales taxes which may now or

hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues; and (b) deposits for events until such time as the event is held whereupon the deposit will be treated as a Gross Receipt hereunder. Gross Receipts shall include all funds received for orders placed with Licensee or made outside or away from the Licensed Premises for services to be rendered at the Licensed Premises. All sales made or services rendered by Licensee from the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place and although delivery of services rendered from Licensed Premises may be made at a location other than at the Licensed Premises. Funds received for sales made or services rendered that neither occur at the Licensed Premises nor are the result of services rendered from the Licensed Premises are excluded from Gross Receipts.

For purposes of this subsection:

(A) With respect to non-catered restaurant services, a "Gratuity" shall mean a customer payment that: (i) is specifically designated or otherwise indicated by the customer as a gratuity, or purports to be a gratuity, and (ii) Licensee receives and pays over in total to its employees who are primarily engaged in the serving of food or beverage to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a "food service worker" pursuant to NY Labor Law §652(4). Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

(B) With respect to catered events, a "Gratuity" shall be an amount no greater than 26% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee's customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees who actually provide services at the event, and who are primarily engaged in the preparation or serving of food or beverages to guests, patrons or customers, including, but not limited to, kitchen, wait staff, bartenders, captains, bussing personnel, and similar staff. "Regular Salary" for purposes of subsections (a) and (b) shall mean the set hourly wage for the applicable employee. Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries and were otherwise in accordance with the foregoing

provisions. Such documentation shall be signed and verified by an officer of Licensee. Party service charges, tips and gratuities are to be reported in the monthly gross receipts but are not subject to the applicable percentage fee rate.

- (ii) Gross Receipts shall also include all sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement with Licensee as provided in Section 17 herein, and shall include Licensee's income from rental and sublicense or subcontracting fees and commissions ("Commissions") received by Licensee in connection with all services provided by Licensee's subcontractors or sub-licensees, or instructors functioning as independent Licensees at the Licensed Premises.
- (iii) Gross Receipts shall include sales made for cash, debit, or credit (debit and credit sales shall be included in gross receipts as of the date of the sale), it being the distinct intention and agreement of the parties that all sums paid to Licensee from all sources from the operation of this License shall be included in Gross Receipts. Licensee may not however deduct or exclude from Gross Receipts any other commissions paid to credit card companies, to collection agencies, or to other outside parties engaged to assist in the collection of accounts receivable.

II. GRANT OF LICENSE

- 2.1 (a) County hereby grants to Licensee, and Licensee hereby accepts from County, throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions"), all as more particularly described in the Presentation, provided, however, that the exclusivity granted in this Agreement shall not apply with respect to catering for professional golf tournaments at Eisenhower Park, such as the PGA,

LPGA, and MGA tournaments, it being understood that professional golf tournament operators shall have the right to bring in caterers of their own choosing, subject to approval from Parks, to provide "on-course" and other catering for their golf tournaments. The aforementioned professional golf tournament exception does not impact the Licensee's exclusive rights to the buildings or areas included in the Facility and the outdoor patio areas adjacent to the Facility, and therefore, the Licensee will be permitted the exclusive right to operate all the buildings and areas making up the Facility and the outdoor patio areas adjacent to the Facility. For clarity, Licensee shall have the right to change the name of the Restaurant, the Catering Business, the Cigar Box, and any or all of the Golf Course Concessions, subject to the prior written approval of the Department, not to be unreasonably withheld, conditioned or delayed.

(b) Licensee shall provide food and beverage services from the Carltun restaurant and/or concession facilities for arriving golfers, including services such as breakfast (i.e. egg sandwiches, coffee, juice, etc.), and "19th hole" experiences during and/or after rounds (including seating areas, food and beverage services) for the Eisenhower Golf facility; provide catering for golf outings; and serve as the food and beverage concessionaire for the Eisenhower Park golf courses, including food and beverage cart services, and operating the concession stands located on each golf course.

- 2.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and county laws, rules, regulations and orders which are or may become necessary to lawfully operate the Licensed Premises in accordance with the terms of the License and submit copies of same to County. Whenever any act, consent, approval, or permission is required of the County or Parks under this License, the County and Parks agree to reasonably cooperate to facilitate Licensee in obtaining the same.
- 2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as Licensee is in compliance with each and every term and condition in this License and so long as this License is not terminated by the County.
- 2.4 The Food and Beverage Concessions granted herein pertain solely to the Licensed Premises.

III. TERM OF LICENSE

- 3.1 (a) The preliminary term of this License (the "Preliminary Term") shall commence upon the later of (i) the Effective Date; or (ii) October 1, 2022 (such later date, the "Preliminary Term Commencement Date"). During the Preliminary Term, Licensee shall commence the capital improvements referenced in Article XVI and Schedule "B" of this Agreement (such improvements also referred to herein as, the "Work") and shall substantially complete same with commercially

reasonable due diligence and continuity. The Preliminary Term shall terminate, and the term (the "Term") shall commence, on the date (the "Term Commencement Date") that is the earlier of: (i) the date on which Licensee has "Substantially Completed" the Work; or (ii) fifteen (15) months from the Effective Date, unless sooner terminated by revocation or as otherwise provided herein or extended upon the mutual agreement of the parties. The term "Substantially Completed" shall mean where all of the following have occurred with respect to the Work: (a) the only work items remaining to be completed are punch list items and (b) the County has given Licensee notice that work items have been completed (except for punch list items). The parties hereto shall execute a certificate setting forth the Term Commencement Date. County shall have the right from time to time to inquire of Licensee as to the status of Licensee's performance of the Work. Notwithstanding anything to the contrary contained herein, if Licensee opens up for business the Restaurant and the Catering Business portions of the Licensed Premises prior to the date that the Work has been Substantially Completed, then notwithstanding the fact that the Work has not yet been Substantially Completed, the Term Commencement Date shall be deemed to be the first date of such occupancy by Licensee. The Term of this Agreement shall expire, subject to sooner termination by revocation as provided herein, on the date which is the fifteen (15) year anniversary of the Term Commencement Date, with an option to extend the Term for an additional period of five (5) years ("the Extension Term") upon the reasonable mutual agreement of Licensee and the Department.

(b) Notwithstanding anything to the contrary contained herein, during the Preliminary Term, and no later than April 1, 2023, Licensee shall commence operating the golf course-related concessions described in Section 2.1(b) above and referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," for the benefit and enjoyment of golf patrons at Eisenhower Park. In the event that Parks, in its sole discretion, determines that there is a need to provide the golf course-related concessions described in Section 2.1 (b) above prior to April 1, 2023, Parks shall notify Licensee in writing of the need by email transmission. Within ten (10) calendar days of Park's request, Licensee shall provide the requested Section 2.1 (b) food and beverage service in a manner reasonably satisfactory to Parks, and, in the event that Licensee fails to so provide the Section 2.1 (b) food and beverage service, Parks shall have the right to take immediate action to make alternative arrangements with another vendor to provide the food and beverage service for golfers until such time as Licensee commences operation of the Section 2.1 (b) food and beverage service.

- 3.2 Termination for Convenience by Parks; Revocation of License. As required by the Doctrine of Park Alienation as applied by the courts of the State of New York, notwithstanding any language contained herein, this License is freely revocable and terminable at will by the County in its sole and absolute discretion, at any time, provided that such revocation and termination shall not to be exercised in an arbitrary or capricious manner. Such revocation and termination shall be effective sixty (60) days after written notice is sent to Licensee. Parks, the County, its

employees and agents shall not be liable for damages to Licensee in the event that this License is revoked and terminated by Parks as provided for herein, except as otherwise provide in Section 3.4 below. In the event such notice is not given, this License shall terminate as described in Sections 3.1 and 3.3 of this Agreement.

3.3 Termination for Cause. Parks may terminate this License for cause as follows:

(a) Should Licensee (i) fail to pay County any installment of the License Fees (as defined below) or make any other payment required herein as and when the same shall become due and payable and should such failure remain uncured for fifteen (15) calendar days after written notice from County to Licensee thereof stating that failure of Licensee to cure the failure within such period shall allow County to terminate the License and/or exercise other County remedies; or (ii) breach or fail to substantially comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, and should such failure remain uncured for thirty (30) calendar days after written notice from County to Licensee thereof, or, if such performance cannot reasonably be had within such thirty (30) day or such specified period, Licensee shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion, then, in either the case of (i) or (ii) immediately above, County shall have the right to terminate this Agreement, and all of Licensee's right, title and interest hereunder, by giving Licensee fifteen (15) days' written notice of termination (which notice shall not in any way be deemed to be a grant or extension of any grace period), and this License and Preliminary Term or the Term, as the case may be, and estate of Licensee hereunder, shall expire on the date fixed in such notice of termination, except as to Licensee's liability, as if the date of termination fixed in the notice of termination were the end of this License

(b) The following shall constitute additional events of default for which this License may be terminated on ten business day notice: (i) appointment of any receiver of Licensee's assets related to insolvency; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; and/or (vi) should any principal of Licensee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which County may terminate this License.

3.4 Upon expiration or sooner termination of this License by County, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of

investment or any other payment whatsoever against the County, or Parks. In the event that this License is revoked and terminated for convenience by the County pursuant to Paragraph 3.2, Licensee shall be reimbursed, within ninety (90) days, for Capital Improvements actually completed, as reasonably determined by the County, less an authorized basis of six and two-thirds percent (6.67%) of the total value of such Capital Improvements for each year from the Term Commencement Date.

- 3.5 In the event County terminates this License for cause for reasons related to Paragraphs 3.3 (a) or (b) above, any equipment of the Licensee on the Licensed Premises may be held and used by County in order to operate the concessions at the Licensed Premises during the balance of the calendar year and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.
- 3.6 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by County and without resort to any judicial proceeding by the County. Upon the expiration or sooner termination of this License, County reserves the right to take immediate possession of the Premises.
- 3.7 Licensee shall, on or prior to the expiration or sooner termination of this License, remove all personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License may be deemed to be abandoned. Licensee shall remain liable to the County for any damages the cost of removal or disposal of property should Licensee fail to remove all possessions from the premises on or before the expiration or termination date.

No receipt of moneys by Parks from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Parks to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Parks may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Parks, on account of Licensee's liability hereunder.

- 3.8 Licensee Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Licensee shall, regardless of the

reason for termination, cooperate in all reasonable respects with the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Licensee's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

IV. PAYMENT TO COUNTY

- 4.1 Licensee shall make license fee payments (the "License Fees") to the County for each Operating Year. The License Fee payment amounts shall be determined as set forth in Schedule "A" attached hereto and shall be due and payable on the twentieth (20th) day of each and every month during the Preliminary Term and Term, as provided in Schedule "A."
- 4.2 Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$100.00 per month on overdue fee payments shall become immediately due and payable to the County. Said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15th) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Parks to bill Licensee for late charges shall constitute a waiver by Parks of such late charges or his/her right to enforce the provisions of this Article. If any local, state, or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.
- 4.3 (a) On or before the twentieth (20th) day following each month of each Operating Year, Licensee shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the preceding month. Licensee shall also submit a summary report of Gross Receipts for each Operating Year within thirty days (30) of the end of each Operating Year of this License. The yearly report shall be for reporting purposes only. Each of the reports referenced in each preceding two sentences shall report the Gross Receipts generated at the Licensed Premises in categories that identify the various components of the concessions granted herein, including for the Restaurant, the Catering Business, the Cigar Bar, the Golf Course Concessions, along with all other sources of revenue realized from the Licensee's operation of the Licensed Premises.

(b) Licensee shall include the amount of sales tax on its statement of Gross Receipts.

4.4 On or before the sixty (60th) day following Each Operating Year, Licensee shall submit to Parks an income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee and a member of a Certified Professional Accounting firm.

4.5 Accounting Procedures; Records. The Licensee 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 Licensee 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, Parks, 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.

4.6 In the event Parks reasonably determines that Licensee or Licensee's employees, agents, sub-licensees, or subcontractors have breached any of the provisions contained in Section 4.1 through 4.4 hereinabove, Licensee will be charged \$500.00 with respect to each incident of breach, provided that Licensee has been given reasonable written notice of such breach and has failed to cure within thirty (30) days of such notice. Parks, in its own discretion, may elect to waive said charge.

4.7 The License Fees shall be made payable to the "Treasurer of Nassau County" and delivered or mailed in time to arrive by the due date at the following address:

Nassau County Department of Parks, Recreation & Museums
Administration Building, Eisenhower Park
East Meadow, NY 11554

4.8 (a) At the County's discretion, the Licensee may be required to execute a performance bond in the amount of \$250,000.00. As an alternative to a performance bond, Licensee may, in its sole discretion, instead submit to the County a security deposit (the "Security Deposit") in the amount of \$250,000 as security for the faithful performance of this License Agreement, with the understanding that the whole or any part thereof may be used by County to remedy any deficiency that may arise from any default on the part of Licensee. This \$250,000 Security Deposit may remain in effect for the life of this License Agreement and shall be held by the County, without liability for the County to pay interest thereon or any obligation to place or to keep cash deposited hereunder in

interest-bearing bank accounts. Licensee shall not be obligated to provide a Security Deposit until the Term Commencement Date.

(b) If any fees or other charges or sums payable by Licensee to the County shall be overdue and unpaid or should the County make payments on behalf of the Licensee, or should the Licensee fail to perform any of the terms of this License, then Parks may, at its option, and without prejudice to any other remedy which the County may have on account thereof, after ten (10) days' notice, appropriate and apply the Security Deposit or as much thereof as may be necessary or make a claim under any bond posted by it hereunder to compensate the County toward the payment of License fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the County resulting from such default on the part of Licensee. In such event, the Licensee shall restore the Security Deposit to the original sum deposited within five (5) business days after written demand therefor. In the event Licensee shall fully and faithfully comply with all of the terms, covenants and conditions of this License and pay all License fees and other charges and sums payable by Licensee to the County, the Security Deposit shall be returned to Licensee upon the surrender of the Licensed Premises by the Licensee in compliance with the provisions of this License.

- 4.9 Licensee is solely responsible for the payment of all federal, state, and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state and County sales tax, pursuant to Section 1.1(i) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

V. RIGHT TO AUDIT

- 5.1 Parks, the Comptroller and other duly authorized representatives of the County shall have the right, during business hours, after giving the Licensee forty-eight (48) hours advanced written notice, to examine or audit Licensee's Records to verify Gross Receipts as reported by the Licensee. Notwithstanding the requirement for forty-eight (48) hour advance notice with respect to access to the Licensee's Records for the purpose of audit. Parks, the Comptroller or other duly authorized County representative reserves the right to conduct, and Licensee hereby permits, periodic "spot" inspections of the Licensed Premises at any time during business hours for the purpose of inspecting any equipment used by Licensee, including, but not limited to, cash registers and recording machines, and all reports or data generated from or by the equipment and to include health code and regulatory inspections, maintenance inspections and quality assurance inspections. Licensee shall cooperate fully and assist Parks, the Comptroller, or other duly authorized representatives of the County in any inspection, examination, or audit thereof. In the event that the Licensee's Records, including supporting documentation, are situated at a location fifty (50) miles or more from the County, the Records must be brought to the County for examination and audit, or Licensee must pay food,

board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.

- 5.2 The failure or refusal of the Licensee to permit Parks, the Comptroller, or their designees to audit and examine the Licensee's Records or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Licensee in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle Parks to terminate this License.
- 5.3 The failure or refusal of the Licensee to: (i) furnish any of the statements required to be furnished under this Agreement within thirty (30) days of its due date, (ii) maintain adequate internal controls or to keep any of the records as reasonably required by this Agreement; or (iii) the existence of any unexplained discrepancy in the amount of fees required to be due and paid hereunder, as disclosed by audit conducted by Parks or the Comptroller, of more than five (5) percent in any two out of three consecutive years or more than ten (10) percent in one year, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Parks, at its option, to terminate this License. In addition, the failure or refusal of Licensee to furnish the required statements, to keep the required records or to maintain adequate internal controls shall authorize Parks or the Comptroller to make reasonable projections of the amount of Gross Receipts which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections. Licensee shall pay any assessment based upon such reasonable projections within fifteen (15) days after receipt thereof, and the failure to do so shall constitute an additional substantial violation of this License and a default hereunder.

VI. UTILITIES

- 6.1 County shall install or cause to be installed and maintained at its sole cost and expense all utility lines, service lines, conduits, meters, pipes, and supplies of power (excluding generators) necessary for the proper operation of this License. Notwithstanding the above, the Operator shall be responsible, at its own cost and expense, for the installation of all required sub-meters and any utility and service lines required to install the sub-meters at the Licensed Premises. The County does not make representation or warranty that existing cables, lines, meters, or supplies of power are adequate for Licensee's needs, or that any entity can or will make such service available. Licensee shall not install any additional heating or air conditioning equipment without the prior written approval of the County. Any other structure constructed by Licensee for its exclusive use shall be separately metered for utility usage, and all utility costs incurred thereat shall be paid by Licensee.

- 6.2 Licensee shall, at its sole cost and expense, pay all utility costs incurred under this License Agreement throughout the Term hereof in the operation of the License Premises. Utilities, as described in this License Agreement, may include, but shall not be limited to, electricity, gas, heat, coolant, telephone, water, and sewer charges.
- 6.3 The County owns a back-up generator (the "Generator") that services the Licensed Premises. The Licensee is authorized to use such Generator to supply emergency power to the Facility. License, at its own cost and expense, is responsible for all expenses respecting the operation of the Generator, including, but not limited to, fuel, repairs, and maintenance. In the event the Generator needs replacement, the Licensee shall bare the cost and expense, to make such replacement.

VII. INFLAMMABLES

- 7.1 Except for properly stored gasoline, or as otherwise agreed to in writing by County or Parks, Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

VIII. OPERATIONS

- 8.1 (a) Licensee, at its sole cost and expense, shall operate this License for the benefit of the public. Licensee shall maintain and operate the Licensed Premises in an exceptionally attractive, first class, safe, sanitary, and inviting manner at all times, and in such further manner as Parks shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. Licensee accepts the Licensed Premises in their "as-is" condition and shall obtain necessary permits and approvals related to all operations at the Licensed Premises. Licensee shall perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair, and consistent with prevailing, professional and industry or trade standards. Licensee shall provide the necessary number of personnel having the requisite skills together with the necessary personal equipment and consumable supplies to properly operate the Licenses Premises. Sales shall include tobacco products, food items, beverages and such other items customary in the operation of the subject business operations as may be sold, except as provided within this License Agreement.
- 8.2 (a) Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all its operations at the Licensed Premises six (6) days a week for such hours as Parks shall reasonably approve. With prior approval from Parks, Licensee may close that portion of the Premises that requires either renovation or repair. Licensee's employees at the Licensed Premises shall be qualified for their respective functions, clean, courteous, helpful, and neat in appearances at all times, and shall be made to wear appropriate uniforms, subject to approval of Parks. Parks reserves the right to discipline, retrain, or replace any

employee whose conduct or appearance is unprofessional and/or inconsistent with the reasonable standards of Parks.

(b) Consistent with Local Law 14-2003, and prior to the commencement of services, the Licensee shall ensure that all current and prospective personnel who, in carrying out the License, will have unsupervised or regular and substantial contact with minors are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a felony or crime of moral turpitude, the Licensee shall, upon notice from the County, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within ten (10) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, the Licensee shall notify the County, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the County to remove personnel from duty shall constitute a material breach of the contract.

(c) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of Parks provided to Licensee in writing, including the following:

i. Licensee shall be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee shall check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the alleged perpetrator of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the alleged perpetrator in an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.

- 8.3 Parks may make use of the Licensed Premises as provided in Section 9 herein provided same does not conflict with pre-arranged/booked events and schedules.
- 8.4 Licensee shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licenses Premises in accordance with applicable rules, laws, and regulations. Licensee shall at all times operate the Licensed Premises in accordance with the provisions of any Certificates of Occupancy. Licensee may not occupy the premises until any existing violations are cured and the Fire Marshall's approval is obtained.
- 8.5 Licensee shall submit to Parks for prior approval, not less than sixty (60) days before the first day of each Operating Year, schedules for the coming Operating Year concerning operating days and hours, and proposed schedule of prices and rates for the services and products to be provided under the License during the forthcoming Operating Year, including a proposed menu and prices showing all food and beverage items to be sold by Licensee. All schedules are subject to the reasonable approval of Parks. Following approval of such schedules, Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by Parks, the current approved schedule of operating days, hours, fees and rates, and public safety rules pertaining to the operations of the facility. Any change in such approved hours and fees during the course of an Operating Year must receive prior approval from Parks in writing.
- 8.6 (a) Licensee shall record contemporaneously all transactions involved in the operation of this License on New York State tested, non-resettable, cash registers and vending machine meters, and shall keep Records as required by Section 4 and as deemed acceptable by the County. In the event that any future Federal, State, or County law requires County vendors to provide real time auditable software or other cash register, Licensee shall comply with such law. All registers or other point of sale systems shall be equipped with tamper proof totalizers provided at the sole cost of Licensee. Throughout the Term, Licensee shall work with the County to monitor and evaluate Licensee's cash registers to maintain their accuracy.
- (b) No reset of cumulative cash register readings shall be permitted or performed by Licensee. All keys for reset purposes shall be turned over to Parks. If a cash register or point of sale system must be repaired, or otherwise removed from the Licensed Premises, Licensee shall allow for the readings to be recorded and verified by Parks' personnel both before the equipment leaves and when it re-enters the Licensed Premises. Parks reserves the right to audit register or point of sale readings at any time.
- (c) In the event that sales are conducted without operable cash registers or without following the procedure specified in the above paragraphs 8.6(a) and (b), a penalty of \$150 per day will be assessed by and is immediately payable to Parks. Parks, in its own discretion, may elect to waive said charge. A persistent pattern of inoperable

registers or failure to follow the above procedures consistently may, at the sole discretion of Parks, be cause for termination of this License.

- 8.7 Licensee warrants that all services provided, and all food, beverages, or other items sold, pursuant to this License shall be of high grade and good quality. Licensee shall operate in such a manner as to maintain a very high health inspection rating.

The Licensee shall personally operate this License or employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Licensed Premises in a manner that is satisfactory to Parks. The Manager must be available by telephone during all hours of operation, and Licensee shall provide the Parks with a telephone number at which Parks may contact the Manager directly in the event of an emergency. Licensee shall replace any Manager, employee, subcontractor, or subcontractor whenever reasonably demanded by Parks.

- 8.9 Licensee shall provide equipment which will provide security for all monies received. Licensee shall provide for the transfer of all monies collected to Licensee's banking institution. Licensee shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this License.

- 8.10 Licensee shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Licensed Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License, including, but not limited to:

- (a) Collecting and safeguarding all monies generated under this License;
- (b) Maintaining the Licensed Premises;
- (c) Conducting and supervising all activities to be engaged in at the Licensed Premises.
- (d) Securing the Licensed Premises.

- 8.11 Licensee shall provide access to disabled members of the public at any facilities which are newly constructed or reconstructed by Licensee at the Licensed Premises. The accessibility shall be clearly indicated by signs and included in all advertising by Licensee. Licensee shall include in its advertising and promotion program a plan that describes how it intends to make available programs, services, and activities at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act ("ADA") and any similarly applicable laws.

- 8.12 Licensee shall, at its sole cost and expense, provide any lighting, music, music programming, and sound equipment which Licensee determines may be necessary for its operation under this License, subject to approval by Parks. Licensee shall operate and play such sound equipment and music only at a sound level acceptable to Parks. Licensee shall be responsible for payment of any and all fees or royalties

to ASCAP, BMI, or such entity as they may require for such music or music programming. Licensee shall not have any outdoor amplified music without the Commissioner's prior written approval, on a time schedule approved by the Commissioner, except in connection with special events, *i.e.* weddings, parties and other catered functions within the scope of this Agreement.

- 8.13 Licensee shall promptly notify the Commissioner of accidents or unusual incidents occurring at the Licensed Premises. Such notice, including documents filed with any County, law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood, and casualty. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Licensed Premises, and Licensee shall notify the Commissioner in writing as to said person's name and address.
- 8.14 Licensee shall cooperate with Parks in providing use of the Licensed Premises without charge for programs conducted by or arranged for by Parks pursuant to Section IX herein. Parks shall consult with Licensee in an effort to schedule such events at times mutually agreeable to Licensee and to Parks, with the final decision to be reasonably made by Parks. Fees paid for food service provided to the County shall be discounted and not included in the calculation of Gross Receipts.
- 8.15 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and local labor laws, including, but not limited to, Local Law 1998.
- 8.16 Any sign posted by the Licensee at the Licensed Premises, or facility, shall be subject to the prior written approval of Parks, which approval shall not be unreasonably withheld, shall be appropriately located, and shall state that the Licensed Premises is a Nassau County municipal concession operated by the Licensee. Any advertising used in connection with the Facility or the concession granted herein shall be subject to Licensee's compliance with the County's advertising policy attached hereto as Exhibit "C," as may be amended from time to time.
- 8.17 Licensee shall, at its sole cost and expense, post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. Said signs shall indicate the schedule of hours of operation. It is expressly understood that if Licensee contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Licensee's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets, or locations. The design and content of all such signs are subject to Parks prior approval, which approval shall not be unreasonably withheld.

- 8.18 The County reserves for its sole benefit all other rights to the Licensed Premises, including, but not limited to, intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not specifically granted or issued to Licensee.
- 8.19 Licensee shall assume all risk in the operation of this License Agreement and agrees to comply with all Federal, State and Local regulations and all rules, regulations and ordinances of Nassau County affecting said premises in regard to all matters, and especially in the sale of, use of and storage of foodstuffs, beverages and tobacco and the limitation of parts of the premises to special uses or for the use of special classes of patrons and to indemnify and hold said County, Parks, and their agents, officers and employees harmless from any claims arising out of any violation of any law, ordinance or regulation.
- 8.20 Intentionally Omitted.
- 8.21 The County reserves the right to inspect, at any time, in order to ensure that the operator maintains the facility and equipment in a clean and sanitary manner, and Licensee shall provide, at all times, free access to the Licensed Premises to Parks or its representatives and to other County, State or Federal officials having jurisdiction, for inspection purposes.
- 8.22 The Licensee will be responsible for all maintenance of the facility and equipment. Licensee shall obtain and pay for appropriate service licenses to keep the facility, including the maintenance equipment, HVAC system if any, and any other major operational systems in good working order, or shall provide necessary maintenance staff for such purpose. Licensee shall follow manufacturers recommended maintenance schedule for all equipment.
- 8.23 Deliveries of supplies and equipment to the Licensed Premises by commercial vehicle shall be scheduled and coordinated by Licensee so as not to conflict with Parks' operations at the Licensed Premises.
- 8.24 Licensee will not be authorized to sell, lease, license, market or otherwise offer so called "naming rights" and "sponsorship rights" to the Licensed Premises. The County specifically reserves all such rights.

IX. RESERVATION FOR PARKS SPECIAL EVENTS

Parks agrees to use its reasonable efforts to notify Licensee at least thirty (30) days in advance of any Special Events. It is expressly understood that this Section 9 shall in no way limit Parks right to itself sponsor or promote Special Events, as defined herein, at the Licensed Premises, subject to the terms set forth in this License Agreement. Commissioner represents to Licensee that he has not granted to any other person or entity any license, permit, or right of possession or use which

would prevent Licensee in any way from performing its obligations and realizing its rights under this License, except as otherwise disclosed herein.

X. MAINTENANCE, SANITATION, AND REPAIRS

- 10.1 Licensee shall, at its sole cost and expense and to the satisfaction of the County, put, keep, repair, preserve in good order, restore, and replace, if necessary, all non-structural interior and exterior components of the Licensed Premises, including, without limitation, all repairs, restorations and replacements to the "Base Building Systems" as defined below. As used in this Agreement, the term "Base Building Systems" shall include sprinkler systems, fire and life safety systems, and HVAC, plumbing, electrical and mechanical systems, provided, however, that Base Building Systems shall not include the septic system for the Licensed Premises, and Licensee's responsible to repair the HVAC system shall not include the responsible to repair the boiler in the basement of the Facility. In making any repairs required under this Section 10.1 or otherwise, Licensee shall comply with the provisions of this Agreement, including, without limitation, the DPW guidelines attached hereto as Exhibit "B" and shall be required to obtain the prior approval of the Department of Public Works. Licensee shall also be responsible for structural repairs caused by its negligence or willful misconduct. Licensee shall at all times keep the Licensed Premises clean, neat and with respect to the food and beverage service operations, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises, up to and including the perimeter of the Licensed Premises. Licensee shall repair and maintain in good working order and replace when necessary, any and all equipment installed at the Licensed Premises necessary for the proper operation of this License. Notwithstanding the above, nothing herein shall be construed to require Licensee to remove, repair or replace the septic system, septic tank, septic or leeching fields, or any part thereof that at any time during the License period. The sole responsibility with regard to the septic system, tank or fields and structural repairs, restorations, and replacements shall be with the County. As used in this Agreement, the term "Structural" shall include the roof, roof structures, roof supports, roof drainage systems, sky lights, bearing walls, exterior walls including the interior surface of the exterior walls (except interior painting or interior wall finishes within the Licensed Premises); the foundations and all structural portions of the Licensed Premises; floors, concrete or otherwise (except interior floor coverings); poured concrete; utility lines serving the Licensed Premises (to the extent not maintained by a public utility company); and repairs to the boiler in the basement of the Facility. Licensee shall promptly notify the Commissioner of any problem or malfunction regarding the same, and the County shall within thirty (30) days of said notification, take reasonable steps to remedy said problem at the County's sole cost and expense. Licensee shall provide equipment maintenance contracts, or directly provide maintenance services reasonably deemed by Parks to be equivalent to service contracts for the equipment on the Licensed Premises. Licensee shall adhere to the maintenance schedules recommended by the manufacturer for all mechanical systems and equipment.

- 10.2 Licensee shall maintain the Licensed Premises in good repair and in a first-class manner and condition, reasonable wear and tear excepted. Licensee shall perform such maintenance in a good and worker-like manner.
- 10.3 No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of Parks. Such inspection shall assess the condition of the Licensed Premises and all fixed equipment therein and determine the nature and extent of repairs performed by Licensee. In addition, Parks may perform site inspections at random at such time(s) as not to cause an unreasonable interruption with Licensee's business operations.
- 10.4 Licensee shall provide covered waste receptacles at the Licensed Premises within fifty (50) feet of all facilities (excluding vending machines) operated by Licensee. All waste, garbage, refuse, rubbish, and litter ("Trash") which collects upon the Licensed Premises and within fifty (50) feet of all facilities (excluding vending machines) operated by Licensee without regard to its sources, shall be daily collected, recycled if necessary, bagged and placed in an area designated by County for County pick-up at the County's sole cost and expense, or when County dumpsters are provided, empty said receptacles into those containers. Conversely, all Trash generated at the Licensed Premises during Licensee sponsored Special Events shall be collected and removed by Licensee at its sole cost and expense. Licensee shall not bring in any off-site waste, garbage, refuse, rubbish, and litter for disposal at the Licensed Premises, and waste receptacles shall be kept clean. In performing its duties under this section, Licensee shall comply with all applicable ordinances and programs of the Village, Town, County, State and Federal governments. Subject to the provisions stated above, Licensee shall properly bundle and/or separate, as required, for pickup pursuant to Village, Town, County, State and Federal law, all corrugated cardboard, magazines and catalogs, newspapers, high-grade office paper and envelopes, computer paper, phone books, paper bags, cardboard boxes, pizza boxes, non-Styrofoam egg cartons, milk and juice cartons, aluminum products (including foil and trays), metal cans, plastic and glass bottles, detergent bottles, glass jars, milk jugs, metals (pans, irons), aerosol cans, wire hangars, and paint cans. These recyclables must be rinsed or rid of all food products, as necessary. Licensee shall provide appropriate colored receptacles to allow the public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.

At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to County in good condition, ordinary wear and tear excepted.

- 10.5 At its sole cost and expense, Licensee shall remove any and all graffiti that may appear on the buildings and structures on the Licensed Premises. Such graffiti removal shall be commenced within approximately twenty-four (24) hours from the appearance of any such graffiti and shall continue until such graffiti is removed.

- 10.6 Licensee shall not use or permit the storage at the Licensed Premises of any hazardous substances or materials, including illuminating oils, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in the State of New York. Licensee shall properly handle, store, and use all fuel, including propane and associated tanks and equipment, in a manner that meets all applicable building and fire codes, rules, and regulations.

XI. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

- 11.1 Should the County reasonably decide that Licensee is not operating the Licensed Premises in a satisfactory manner, Parks may, in writing, mailed certified mail, return receipt requested, order Licensee to improve operations to acceptable standards or to correct such conditions, as County may reasonably deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to Parks within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then County may notice the default and terminate this License in accordance with the provisions of Section 3.3 (a) above.
- 11.2 Should County, in its sole judgment, decide that an unsafe or emergency condition exists on the Licensed Premises after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the County in writing and indicate the period within such condition shall be corrected. County, in its sole discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate, or terminate this License, unless such condition is remedied.

XII. FIXED EQUIPMENT

- 12.1 Licensee shall, at its sole cost and expense and to the reasonable satisfaction of County, provide and replace, if necessary, all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in, or affixed to the Licensed Premises.
- 12.2 County has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises at no cost.
- 12.3 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises, shall vest in and belong to the County at County's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation, or improvement. During the term of this Agreement, Licensee shall have the use of all Fixed Equipment and Additional Fixed

Equipment at no cost. To the extent the County chooses not to exercise such option it shall be the responsibility of Licensee to remove such items at its sole cost and expense after the termination of this License.

- 12.4 Licensee must acquire, replace, install, or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by County.

XIII. EXPENDABLE OR PERSONAL EQUIPMENT

- 13.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and shall replace the same at its own cost and expense when reasonably necessary and requested by County.
- 13.2 Title to all Expendable or Personal Equipment provided by Licensee shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License, except as may be otherwise provided herein. Should any property remain in the Premises after such expiration or termination, the County shall notify the Licensee to remove such property within ten (10) days from the date of such writing and, if Licensee should fail to remove such property, the County may deal with such as though same had been abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee. The Licensee's obligation to observe and perform all the terms covenants, and conditions of the agreement shall survive the expiration or other termination thereof. If Licensee's equipment is removed, the Licensee shall repair any damage caused to the Licensed Premises by said removal, to the reasonable satisfaction of the County.
- 13.3 The Equipment to be removed by Licensee pursuant to Section 13.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to County for any damage it may have caused to the Licensed Premises beyond ordinary wear and tear.

XIV. EQUIPMENT AND CONDITION UPON SURRENDER

- 14.1 Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which County holds title, in at least as good a condition as said Licensed Premises and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.
- 14.2 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties, or statements have been made by the County

concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment Licensee accepts them "as is" in their present condition, subject to ordinary wear and tear.

XV. LIENS

- 15.1 Lien. (a)(1) The Licensee shall not cause the Premises to be encumbered by any Lien Defined below). As used in this agreement, the word "Lien" means any mortgage, deed of trust, lien (statutory or other), pledge, hypothecation, assignment, preference, priority, security interest, easement or other encumbrance affecting the real property constituting all or any portion of the Premises, including, without limitation, any mechanics' or materialmen's lien, or any other matter or thing whereby the estate, rights or interest of the County in and to the Premises or any portion thereof might be impaired.
- 15.2 If any mechanic's, laborer's, vendor's, material man's or similar statutory lien is filed against the Premises or any part thereof, by virtue of an act or omission of Licensee or if any public improvement lien created or allowed to be created by the Licensee shall be filed against any assets of, or funds appropriated to, the County, the Licensee shall, within sixty (60) days after receiving notice of the filing of such lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
- 15.3 Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of the County, express or implied, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof, nor as giving the Licensee any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against the Premises or any part thereof or against assets of, or funds appropriated to, the County. Notice is hereby given, and the Licensee shall cause all construction agreements to which it is a party to provide, that to the extent enforceable under applicable law, the County shall not be liable for any work performed at the Premises or any part thereof for the Licensee or any subcontractor or for any materials furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Premises or any part thereof or any assets of, or funds appropriated to, the County.

XVI. REQUIRED CAPITAL IMPROVEMENTS

- 16.1 Licensee covenants to perform and complete, or cause to be completed by contractor(s) and/or subcontractor(s) acceptable to the County in its reasonable discretion, such Capital Improvements as specified in Schedule "B" or as may be agreed upon by the parties subject to the terms of this Section 16 and the remainder

of this Agreement. Licensee shall be obligated to expend, at its sole expense, a minimum amount of One Million Five Hundred Thousand (\$1,500,000.00) during the Preliminary Term to make such Capital Improvements. Any such Capital Improvements shall be made in accordance with the provisions of this Agreement, including, without limitation, the DPW guidelines attached hereto as Exhibit "B" and shall be subject to the approval of the Department of Public Works. Licensee may use its own employees in any and all phases of such Capital Improvements and receive credit against the above required payments for the reasonable value of the work, labor and services provided by such employees. Licensee shall comply with all applicable laws, rules, regulations, and County guidelines, including without limitation, the DPW Guidelines in Exhibit "B".

- 16.2 The Licensee shall perform and complete all Capital Improvements, at its sole cost and expense, in accordance with the designs, plans and specifications approved by the Department and other governmental agencies having jurisdiction. Notwithstanding any other provision in this Agreement, (i) Licensee shall not be required to maintain or improve existing buildings or structures on the Premises, except to the extent that Licensee and County agree that Licensee shall do so and except to the extent that Licensee uses such buildings or structures, and (ii) County and Licensee will cooperate in the creation and development of design specifications for the Facility and any other improvements to be constructed on the Premises. It is understood by the parties that the foregoing specifications and design documents shall include, at a minimum, the following components: (i) equipment and supply storage, and (ii) ADA compliant restroom facilities. Notwithstanding any other provision of this Agreement, the County shall not be responsible for constructing any of the buildings, structures or facilities described above. To ensure faithful completion of the Capital Improvements described herein, prior to any Capital Improvements being made pursuant to this Section 18, Licensee shall execute, or cause its General Contractor to execute, both a Performance Bond and a Labor and Material Payment Bond to the Department, or provide equivalent security reasonably acceptable to the County, to the extent permitted by law, each in the cumulative amount of one hundred percent (100%) of the Total Cost of Capital Improvements as reasonably determined by the Commissioner of DPW, to remain in effect for the duration of the Capital Improvement project, including any renewal period(s). Such bonds shall be executed by a surety company authorized to do business in the State of New York and reasonably acceptable to the County Comptroller; or bonds secured by collateral, or securities reasonably approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who signs contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond or issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). Notwithstanding anything to the contrary, a Surety with

an AM Best rating of A-minus or better shall be deemed acceptable. The amount of said Bond shall not exceed the limits set by the aforesaid certificate of Solvency or Treasury Department Circular.

- 16.3 The Total Cost of the Capital Improvements shall be determined by the Department based upon construction documents, invoices, labor time sheets and such other supporting documents or other data as the Department may reasonably require. Expenditures for ordinary repairs and maintenance shall not be considered Capital Improvements; however, expenditures for Capital Improvements reflected in Exhibit "B" shall be included in the Total Cost inclusive of trade fixtures & equipment utilized in connection with the operation of licensee business operations and further architectural/engineering and other typically referred to as "Soft Costs", incurred by the Licensee. In making the determination of the total cost of Capital Improvements, the Department may request any information it reasonably believes would be helpful to make such a determination. Licensee shall forward such information to the Department upon its request. Licensee shall spend or cause to be expended the entire amount required to complete the Capital Improvements described in Section 16.1 and Schedule "B.". In the event Licensee performs all Capital Improvements for less than the amount listed in Section 18.1 herein, any excess monies shall be used for additional Capital Improvements as may be mutually agreed to by the parties. All such additional Capital Improvements must be completed no later than the time provided for other Capital Improvements required under this Article XVI.
- 16.4 Licensee shall proceed in good faith and with due diligence to complete all necessary Capital Improvements; it being agreed that Licensee may, with the consent of the Department not to be unreasonably withheld or delayed, revise its scheduled Capital Improvements upon a final walk-through and inspection following delivery to Licensee of exclusive possession of the Premises, but in no event shall Licensee's required capital investment be less than the \$1.5 Million. Licensee shall complete or cause to be completed all Capital Improvements so that the services to the public contemplated herein may commence and continue, unless such work cannot be completed due to circumstances beyond the control of Licensee as determined by the Department, including acts of God, pandemics, war, enemies or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty as well as the acts or omissions or the County.
- 16.5 Licensee shall pay all applicable fees and shall submit to the Department and all other governmental agencies having jurisdiction, for prior approval, all plans, specifications, schematics, working and mechanical drawings which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer, who will oversee the entire construction project. Licensee shall submit the architect's or engineer's qualifications to the Department for prior approval. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail as the Department shall require. All work shall be undertaken in

accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance by the Department. The supervising architect or engineer is required to ensure that all construction conforms in all material respects to the plans approved by the Department. No Capital Improvement shall be deemed Finally Completed until the Department certifies in writing that the Capital Improvement has been completed to its satisfaction. The Department's determination as to whether the Capital Improvements are Finally Complete shall not be unreasonably delayed.

- 16.6 Upon certification by the Department of Final Completion by Licensee of the Capital Improvements required herein, Licensee shall provide the Department with one complete set of final, approved "AS-DESIGNED" plans on 4-millimeter double matte Mylar. Plans are also to be submitted in digital format (CAD file extension and .pdf). Acceptable manual drafting methods include ink or plastic film pencil. Right reading fixed line photo on 4-millimeter Mylar may be substituted for original drawings. If the fixed line photo process is used, the resultant film negative must be submitted with the drawings. CADD-generated drawings must be printed right-reading with either a pen or ink jet plotter. Drawings produced by diazo, electrostatic (i.e., Xerographic), laser, copy press (i.e., OCE), or other means utilizing toner will not be accepted. All "AS-DESIGNED" drawings submitted must be so labeled. Each drawing shall contain the name, address & telephone number of the Architect / Engineer.
- 16.7 Licensee shall commence Capital Improvements only after the issuance of a building permit issued by the Town of Hempstead Department of Buildings, insofar as it has jurisdiction over Capital Improvements. Licensee shall also, prior to commencing work, obtain all other necessary governmental approvals, permits, and licenses. Licensee shall notify the Department of the specific date on which construction shall begin.
- 16.8 Licensee shall perform all Capital Improvements in accordance with all federal, state, and County laws, rules, regulations, orders, and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall be new, free of defects, of high grade and quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. Licensee shall obtain all manufacturer's warranties and guarantees for all such equipment and materials, as applicable.
- 16.9 During performance of the Capital Improvements and up to the date of Final Completion, Licensee shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss, or injury. In the event of such damage, loss or injury, Licensee shall promptly replace or repair such Capital Improvements at its sole cost and expense.

- 16.10 Licensee shall provide written notice to the Department when the Capital Improvements are near Substantially Completed. After receiving such notice, the Department shall inspect such Capital Improvements. After such inspection the Department and Licensee shall jointly develop a single final "punch list" incorporating all findings from such inspection concerning all work not completed to the reasonable satisfaction of the Department. Licensee shall proceed with diligence to complete all "punch list" items within a reasonable time as determined by the Department.
- 16.11 Licensee, within three months of certification of Final Completion, shall furnish the Department with a certified statement, issued by Licensee, detailing the actual costs of construction. Accompanying such statement shall be construction documents, bills, invoices, labor time books, accounts payable, daily reports, bank deposit books, bank statements, checkbooks, and canceled checks. Licensee shall maintain accurate books and records of account of construction costs, which shall be segregated from other accounts, and shall itemize and specify those costs attributable to the Premises to permit audit by the Department or the County Comptroller upon request.
- 16.12 Licensee shall provide the Department with discharges for any and all liens which may be filed or levied against the Capital Improvements during construction of such improvements. Licensee shall discharge such liens within thirty business days of receipt of lien by Licensee. Upon Final Completion of all Capital Improvements, the Department shall return to Licensee its remaining payment and performance bond on deposit with the County.
- 16.13 Licensee shall promptly repair, replace, restore, or rebuild, as the Department reasonably may determine, items of Capital Improvements in which defects in materials, workmanship or design may appear or to which damages may occur because of such defects, during the one-year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this Section 18.13 shall constitute a default and may result in the termination of this Agreement.
- 16.14 Neither the Department, nor any other County departments, agencies, officers, agents, employees or assigns thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Agreement by the County, the Department, or any other department, officer, agent or employee of the County, before the Final Completion and acceptance of the Capital Improvements, from showing that the Capital Improvements or any part thereof do not in fact conform to the requirements of this Agreement and from demanding and recovering from the Licensee such damages as the Department or the County may sustain by reason of Licensee's failure to perform each and every part of this Agreement in accordance with its terms, unless such determination, decision, approval order, letter, payment

or certificate shall be made pursuant to a specific waiver of this Section 16.14 signed by the commissioner of the Department or her authorized representative.

- 16.15 Upon installation, title to all construction, renovation, improvements, and fixtures made to the Premises shall vest in and thereafter belong to the County at the County's option, which may be exercised at any time after the Substantial Completion of their construction, renovation, improvement, affixing, placement, or installation. To the extent the County chooses not to exercise its option with respect to any of the construction, renovation, improvements, equipment, or fixtures made to the Premises, it shall be the responsibility of Licensee to remove its Expendable Equipment and restore the Premises to the satisfaction of the Department at the sole cost and expense of the Licensee upon the Agreement Expiration Date or earlier termination of this Agreement. However, Licensee shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical wiring, elevators, windows, and ventilation fixtures.
- 16.16 In the event the County revokes the Agreement (except for cause) prior to the Agreement Expiration Date pursuant to Section 3.2 of the Agreement, the Licensee shall be reimbursed, for Adjusted Unamortized Capital Expenditures (as defined below) for Capital Improvements actually completed, as reasonably determined by the County. "Adjusted Unamortized Capital Expenditures" shall mean the unamortized, third party, actually incurred hard and soft costs of the Capital Improvements for the purposes of the above calculation, capital expenditures are to be amortized evenly over the initial Term of the Agreement, commencing on the Commencement Date. The calculation of Adjusted Unamortized Capital Expenditures shall be verified by the Department and subject to the review, approval, and audit of the County Comptroller. Reasonable soft costs such as design fees, architects and engineering fees, survey fees, consultant fees, attorney fees and other soft costs shall be included in the County's calculation of Adjusted Unamortized Capital Expenditures.

XVII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 17.1 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.
- 17.2 It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be

bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Licensee under this Agreement, (i) the Licensee shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Licensee.

XVIII. ALTERATIONS

- 18.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition, or improvement to Licensed Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating, or other systems of Licensed Premises.
- (b) Alterations shall become property of County upon their attachment, installation or affixing.
- (c) In order to Alter the Licensed Premises Licensee must: (i) Obtain County's written approval (which shall not be unreasonably withheld) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) Insure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article in a good and workmanlike manner, and within a reasonable time; and (iii) Notify County of the completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) County may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the County's expense, but nothing herein shall be deemed to obligate or require the County to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect. Any work performed by County will not interfere with Licensed activities under the License.
- 18.2 County reserves the right to perform construction or maintenance work in its reasonable discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with County, to accommodate any such work by County and provide public and construction access through the Licensed Premises as deemed necessary by Parks. County shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of any such work, and not to interfere substantially with Licensee's operation or use of the Licensed Premises. County may temporarily close a part or all of the Licensed Premises for County's' purpose as determined by the County. In the event that Licensee must close the

Licensed Premises for the purposes provided for in this License because of such Parks' construction, then Licensee may propose and submit for Parks' approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all of Licensee's property on the Licensed Premises at all times.

XIX. INDEPENDENT CONTRACTOR

- 19.1 The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of the Licensee (a "Licensee 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).

XX. NO ARREARS OR DEFAULT

- 20.1 The Licensee 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.

XXI. COMPLIANCE WITH LAW

- 21.1 Compliance With Law. (a) Generally, Licensee shall comply with any and all applicable Federal, State and local Laws, including those relating to a living wage, conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, Licensee is bound by and shall comply with the terms of Appendices A and B attached hereto and hereby made a part hereof, and with the provisions of Local Law No. 9-2002 entitled "A Local Law to Require Apprenticeship Training Programs for County Licenses." 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) Personnel Screening. Consistent with Local Law 14-2003, and prior to the commencement of services, Licensee shall ensure that all current and prospective personnel who, in carrying out the contract, will have unsupervised or regular and substantial contact with minors, are fingerprinted by the Nassau County Police Department. Where the criminal history record of any personnel reveals a conviction of a crime, Licensee shall, upon notice from the head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel

who have unsupervised or regular and substantial contact with minors, Licensee shall notify the Commissioner, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the County to remove personnel from duty shall constitute a material breach of the contract.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate. All information disclosed by Parks, in tangible form, which is clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, shall be deemed, and protected as confidential Parks' information.

(d) 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 Licensee agrees as follows:

(i) Licensee 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, such breach being determined solely by the County. Licensee has the right to cure such breach within thirty 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) On a yearly basis, Licensee shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix C.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the District shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the District on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts,

gratuities, favorable opportunities, or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The District shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the District has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the District employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The District shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

XXII. MINIMUM SERVICE STANDARDS

22.1 Regardless of whether required by Law:

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

XXIII. INDEMNIFICATION, DEFENSE, COOPERATION

- 23.1 (a) The Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the County, Parks, 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 Licensee or a Licensee Agent, including, without limitation, Licensee's operations pursuant to this License, 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 Licensee shall not be liable for a Loss, if any, caused by the negligence of the County.
- (b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties, and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Licensee shall, and shall cause Licensee agents to, cooperate with the County and Parks in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- (d) The provisions of this Section shall survive the termination of this Agreement.

XXIV. INSURANCE

- 24.1 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less

than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and reasonably acceptable to the County, and (ii) in form and substance reasonably acceptable to the County. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee 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 Licensee 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 Parks. 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 Licensee shall provide written notice to Parks of the same and deliver to Parks, renewal, or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement, and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Licensee 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.

XXV. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY

25.1 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 Licensee shall present the demand or claim(s) upon which such action or special proceeding is based in writing to the applicable Deputy County Executive ("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 Licensee shall send or deliver copies of the documents presented to each of (i) Parks 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 Licensee shall allege that the above-described actions and inactions preceded the Licensee'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.

XXVI. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW

- 26.1 Unless otherwise specified in this Agreement or required by Law, all claims, or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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 law's provisions thereof.

XXVII. NOTICES

- 27.1 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 Parks, to the attention of Parks at the address specified above for Parks, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Licensee shall obtain from Parks) 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 Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, or in each case to such other persons or addresses as shall be designated by written notice.

XXVIII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

- 28.1 (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 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement, it shall not be construed against either party as drafter.

XXIX. SECTION AND OTHER HEADINGS

- 29.1 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.

XXX. ENTIRE AGREEMENT

- 30.1 This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict or ambiguity between any term of this Agreement above the signature page and any Exhibit, the Agreement above the signature page shall take precedence followed by the County RFP and then the Licensee's Proposal.

XXXI. EXECUTORY CLAUSE

- 31.1 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.

XXXII. WAIVER OF COMPENSATION

- 32.1 Unless arising from the County's willful or negligent conduct hereunder, Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Parks, its agents, and the County from any demands, claims, actions and causes of action arising from any of the causes aforesaid.
- 32.2 Except as provided in Section 3.4 hereof, Licensee further expressly waives any and all claims for compensation, loss, of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this License is terminated by County.

XXXIII. WAIVER OF TRIAL BY JURY

- 33.1 Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the County against Licensee in any matter related to this License.

XXXIV. CONFLICT OF INTEREST

- 34.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the County or Parks, nor any person whose salary is payable, in whole or part, from the County treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

XXXV. PROCUREMENT OF AGREEMENT

- 35.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee or any other

compensation. Licensee further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representation and warranties to induce the County to enter into this License and the County relies upon such representations and warranties in the execution hereof.

- 35.2 In the event of a breach or violation by Licensee of its representations or warranties made under Section 35.1 hereof, the County shall have the right to annul this License without liability to Licensee for any monies paid hereunder, if any.

XXXVI. JUDICIAL INTERPRETATION

- 36.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License Agreement and that legal counsel was consulted by each responsible party before the execution of this License Agreement.

[Remainder of Page Intentionally Left Blank.]

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

LICENSEE
EGB Hospitality LLC

By: 

Name: ~~ED~~ Elias Trahanas

Title: Member

Date: 3/10/2022

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive


Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF Nassau) ss.:

On this 12 day of March, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Elias Trabazos, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

LAURIE ANN WAGONFELD
Notary Public, State of New York
Reg. No. 01WA6396360
Qualified in Nassau County
My Commission Expires August 19, 2023


Notary Public

[illegible]

On this ____ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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.

Notary Public

SCHEDULE A LICENSE FEE

Throughout the Preliminary Term hereof, Licensee shall pay to County a License Fee in the amount of the "Variable Fee" but shall not be required to pay the "Fixed Fee," as such terms are described below. Commencing upon the date which is the 15-month anniversary of the Preliminary Term Commencement Date, and continuing throughout the Term hereof, Licensee shall pay to the County a License Fee in an annual aggregate amount equal to the greater of the Fixed Fee or the Variable Fee, in accordance with the provisions of this Schedule "A." The License Fee shall be payable on the 20th day of each and every month during the Term and shall be determined based on the amount of Gross Receipts during the prior month.

Fixed Fee. The Fixed Fee is \$504,000.00 per year, payable in monthly installments of \$42,000 subject to the provisions below that call for a suspension of the monthly Fixed Fee installments under circumstances that are more particularly described below.

Variable Fee. The Variable fee is 20.0% for catering, restaurant, and Facility services, and 15.0% for Other Concession services

The Variable Fee shall increase by 0.50% on the 5th, 10th, and 15th anniversaries of the Preliminary Term Commencement Date.

The Variable Fee shall replace the Fixed Fee for the balance of the calendar year once the Variable Fee exceeds an annualized payment of \$504,000.

At no time is the Fixed Fee and Variable Fee simultaneously payable or aggregated. The Fixed Fee is only payable if at any given time the annualized aggregate Variable fee is less than \$504,000. For example, if by August 31, 2024, Catering & Restaurant gross revenue was \$3,000,000¹, the Fixed Fee payment for that year, as of August 31, 2024 would equal \$336,000 (\$42,000 x 8). At this point, the Variable Fee would be \$600,000. Therefore, as the Variable Fee has exceeded the Fixed Fee, a catch-up payment would be made reflecting the collected Fee Deficit (described below). This example is also illustrated as follows:

- Variable Fee Calculation: \$3,000,000 (Gross Sales) * 20% (Variable Fee) = \$600,000
- Fixed Fee Calculation (annualized): 8 payments of \$42,000 = \$336,000
- Fee Deficit: \$336,000 (Fixed Fee) - \$600,000 (Variable Fee) = (\$264,000)
- Effective September 1, 2024, only the Variable Fee would be payable for the remaining calendar year.

¹ For simplicity purposes, this example assumes zero Concessions Revenue.

SCHEDULE B CAPITAL IMPROVEMENTS

The below schedule, as supplemented by the Presentation attached to this Agreement as Exhibit "A," outlines the use of the capital improvement investment intended to implement the operational improvements presented in EGB Hospitality's presentation to Nassau County Parks.

General Building Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Landscape design and improvements which shall include Landscape lighting; General Signage; Replacement and enhancement of water fountains; new plantings
- Construction Costs including labor and materials in connection with outdoor and indoor common areas.
- Design & Architectural services related to the construction.
- Permitting Fees and Costs related to Construction and Design, as necessary and required.
- Upgrading building security systems which will include but not limited to cameras, alarm, and restricted access door system.
- Installation of wireless internet system
- Installation of building-wide audio systems

Restaurant Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with restaurant
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as, chairs, tables, and outdoor furniture.

Catering Capital Improvements

- Replacement and Repair of mechanical equipment
- Electrical and Plumbing repair and upgrades
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with all catering spaces.
- Replacement and repair of kitchen and cooking related equipment inclusive of serving equipment.
- Replacement and repair of refrigeration equipment.
- Design, replace and upgraded lighting equipment, which shall include, but not limited to, chandeliers, table spot lighting, and entertainment lighting.
- Purchase of furniture such as, chairs, tables, and outdoor furniture.

- Purchase of outdoor seasonal heating systems.
- Purchase and installation of outdoor coverings and canopies.

Cigar Lounge & General 2nd Floor Spaces

- Repair and upgrade humidor(s).
- Replacement and Repair of mechanical equipment.
- Repair and upgrading elevator.
- Electrical and Plumbing repair and upgrades.
- Design & Architectural services related to the construction.
- Construction Costs including labor and materials in connection with Cigar Lounge & General 2nd Floor Spaces.
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as chairs & tables.

Concessions

- Purchase of mobile drink golf cart.
- Replacement and Repair of mechanical equipment.
- Electrical and Plumbing repair and upgrades.
- Construction Costs including labor and materials in connection with Concessions.
- Replacement and repair of kitchen and cooking related equipment.
- Replacement and repair of refrigeration equipment.
- Design, purchase and install new audio/visual equipment.
- Purchase of new Point-of-Sale system.
- Purchase of new furniture such as, chairs, tables, and outdoor furniture.

EXHIBIT A
EGB'S PROPOSAL PRESENTATION SHOWING CONCESSION COMPONENTS

EGB Hospitality LLC

Eisenhower Park

RFP# PK0601-2115

Primary Contact:
Elias Trahanas

Catering &
Restaurant Facility

Elias@trahanasllc.com
(516) 376-8006

v1.0

Contents

1. Management Team
2. Executive Summary
3. The Catering & Wedding Experience
4. The Restaurant
5. Concessions
6. The Cigar Lounge
7. How We Do Business
8. Additional Value-Add
9. Summary of Fee Structure
10. Conclusion

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EGG HOSPITALITY, LLC

REF# PK0001215

2

Management Team



Elias Trahanas
Co-Founder, Yummier®
Former Litigation Associate at BakerHostetler



Bobby Trahanas
[Redacted]
Co-Founder, Yummier®



Dennis Moshopoulos
Co-Owner of Laterna Restaurant & Catering



Nick Moshopoulos
Co-Owner of Laterna Restaurant & Catering
Registered Architect and Head of Construction for Chip City



Jerry Pagoulatos
Trained Chef with Professional Culinary Arts degree from the International Culinary Center in New York City

Owners & Operators of the Golden Reef Diner (Rockville Centre, NY)

Operators of Robert Moses & Jones Beach State Parks

- Added never-before attempted amenities

Owners & Operators of Laterna Restaurant & Catering (Bayside, NY)

- Hosts small and large private and corporate functions with live entertainment

Owners & Operators of Ionian Development

- Commercial contracting company

Owner & Operator of the Sunrise Diner (Wantagh, NY)

Executive Summary



Operations

Best-in-class operations while maximizing all spaces throughout the premises, resulting in increased revenue



Capital Investment

Significant capital investment (over \$1 million) throughout the premises



Brand Building

Re-branding of all spaces



Marketing / PR

Modern engagement with the public



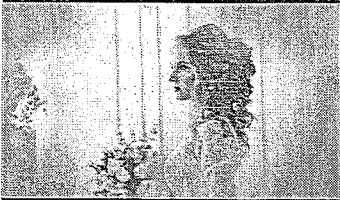
Technology

Utilization of modern technology to enhance the experience for guests



Local Tradition

Respect for the historical nature of Eisenhower Park



The Catering & Wedding Experience

09021

BBH HOSI MALIWA LTD

REPLY PK0001-2118

5

A new catering experience at Eisenhower Park

Retiring dated and confusing branding

Rebranding to reflect:

- ① Premium experiences
- ② Modern amenities
- ③ Strong connection to the rich history of Eisenhower Park



Joseph J. Lannin

- Owned most of the property of today's Eisenhower Park and moved his Salisbury Links there
- Owner of the Garden City Hotel, Roosevelt Airfield, Boston Red Sox
- Known as the man who signed Babe Ruth to the Red Sox

Figure 1

The Grand Lannin

The Grand Lannier



SGZ



Capital investment: \$1 million in the first 24 months

- Luxury temporary, on-site sales office for sales during transition period
- Engage professionals to create and execute a design plan bringing all spaces up-to-date with modern expectations for private and corporate events:
- Kitchen equipment enhancements

Interior Design

- Revamp, update decor in ballroom and associated areas (e.g., bridal suite, ancillary spaces, foyer)

Landscape Design

- Enhance curb appeal, starting from guest approach to the premises
- Seasonal/holiday landscape design plan to enrich client/guest photography

Corporate Event Amenities

- State-of-the-art presentation capabilities keeping up with corporate demands



The Grand Lannin

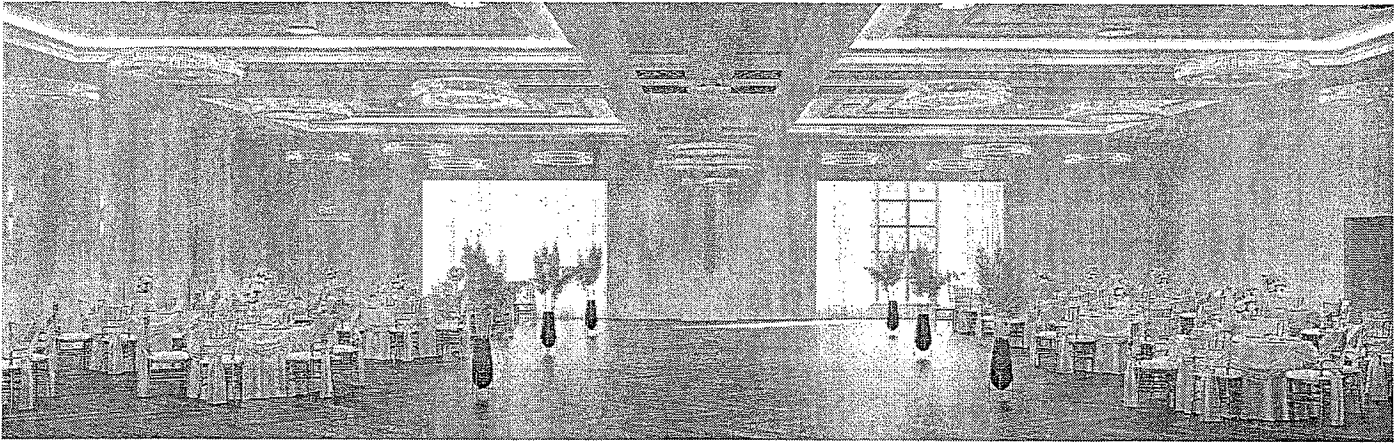
The Grand Lannin



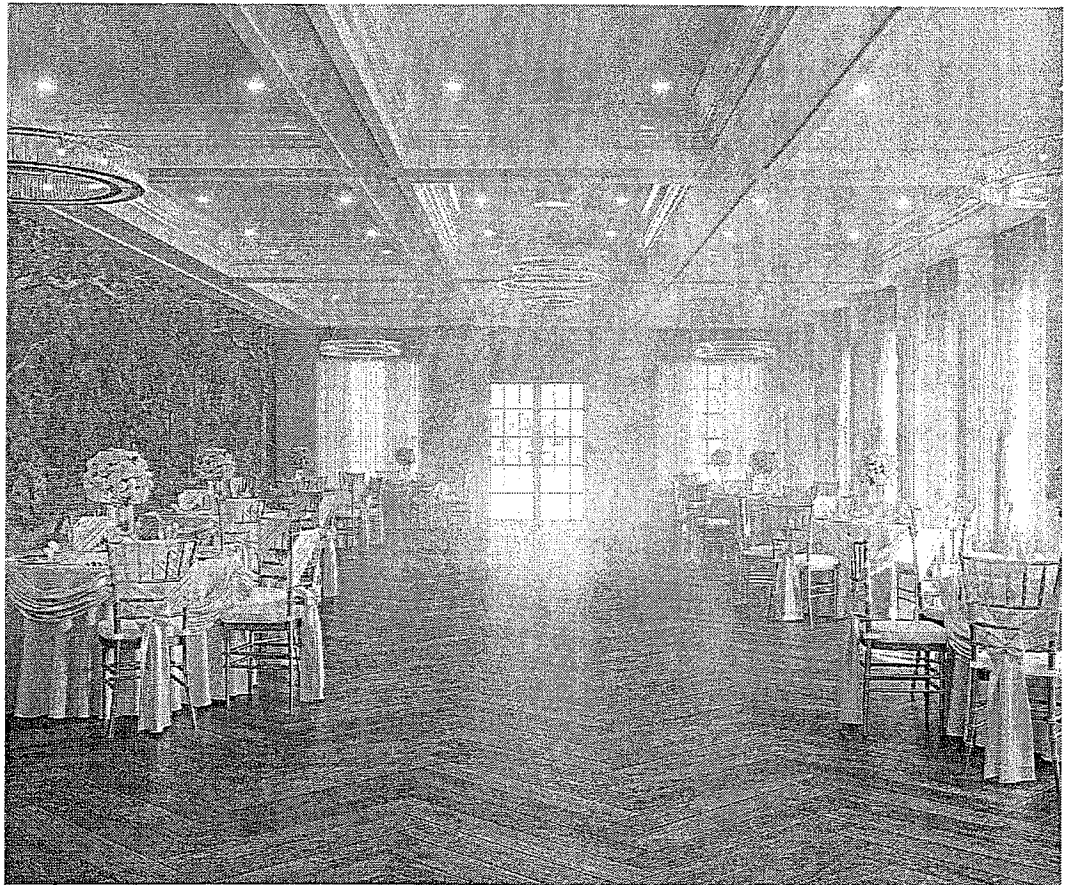
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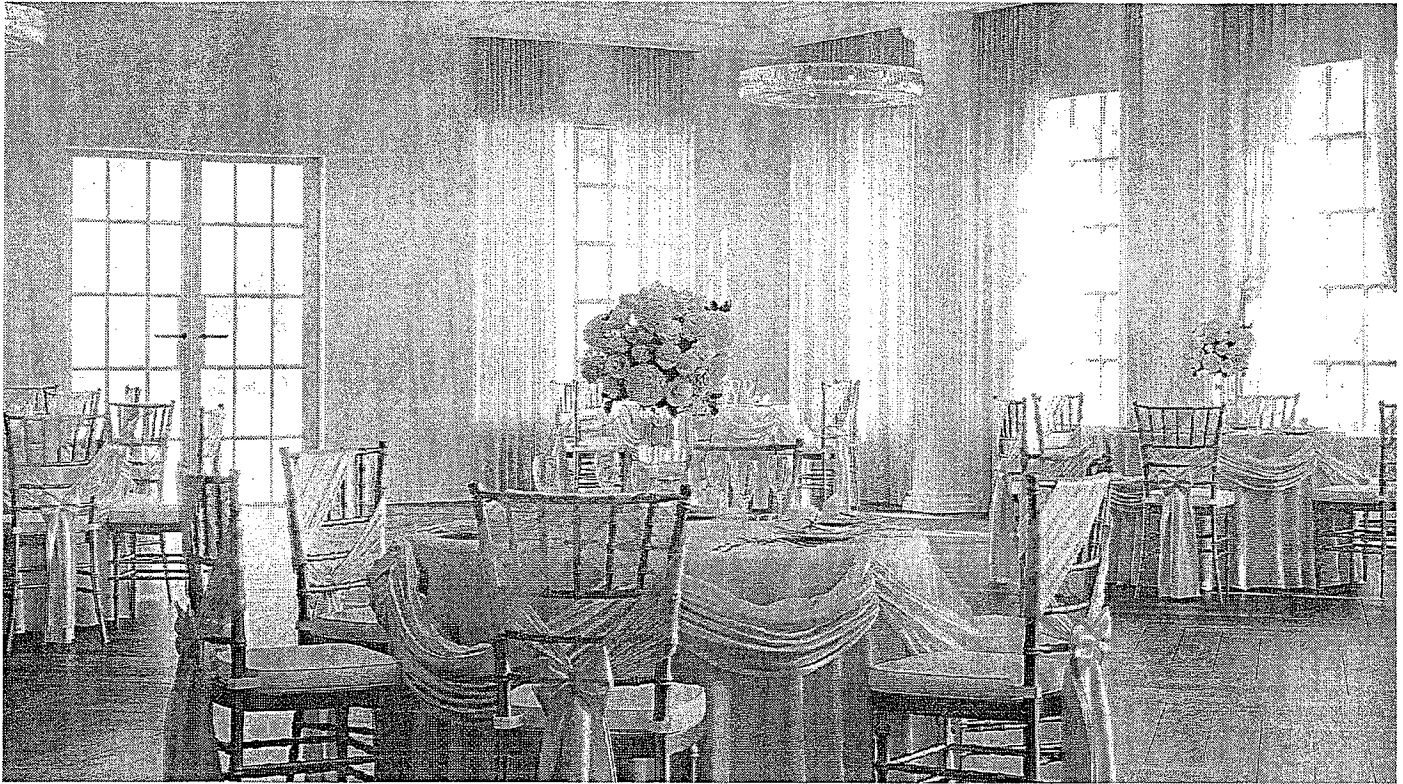
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The Grand Lannin



The Grand Lannin



The Grand Lannin

The Grand Lannin

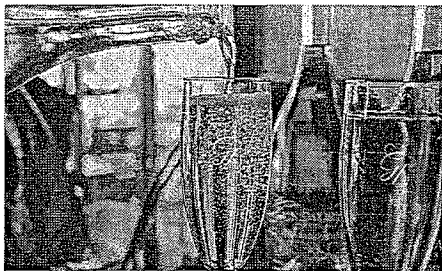


The Grand Lannin Offerings

Five-star menus that can be tailored to individual or corporate needs

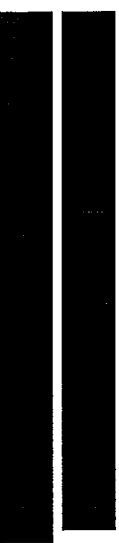
Value-add services:

- Day-of planner
- Online client portal
- Room enhancements — including lighting, chairs, and linens
- Ability to host large corporate events



Overview of Catering & Wedding Offerings

Prices will range from the following:



Premium Full-Service Experience includes the following (\$):

① Five (5) Hour Open Premium Bar

② Six (6) Butler Passed Hors D' Oeuvres

③ Butler Passed Sparkling Wine with Strawberries upon Arrival at Cocktail Hour

④ Two Reception Stations

⑤ Plated Dinner to Include Salad, Intermezzo, Choice of Entrée, Wedding Cake

⑥ Bartenders for Cocktail Reception and Dinner

⑦ Coat Room Attendant

⑧ The Grand Lannin Wedding Specialist to coordinate your planning

⑨ Complimentary Luxury Bridal Suite for the wedding day

Financial Projections

The Grand Linnin

YEAR-ENDING	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue											
Operating Expenses											
Depreciation											
Salaries											
Utilities											
Insurance											
Marketing											
Travel											
Food & Beverage											
Other											
Net Income											
Capital Expenditures											
Financing											
Dividends											
Retained Earnings											
Balance Sheet											
Income Statement											
Statement of Cash Flows											



The Grand Lannin

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EGG HOSPITALITY LLC



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Event Sales & Marketing

No conflicts of interest — we want to sell out this space, and only this space!



Complete modernization of sales efforts

- Client Relationship Management (CRM)
- Online Portal for information access & scheduling

Sales during the transition

- Luxury temporary office located in Eisenhower Park

PR Campaign to re-launch all event spaces

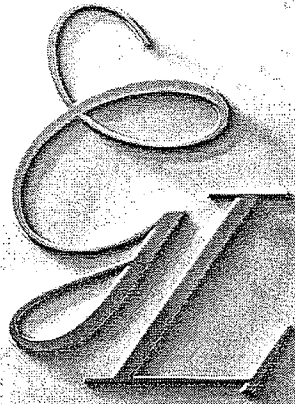
- Host a Wedding Planner Open House
- Host a Bridal Expo
- Hire a dedicated Social Media Manager

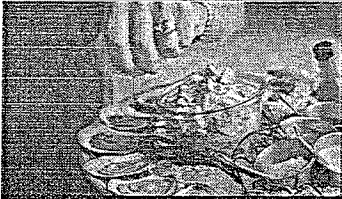
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EGB HOSPITALITY LLC

RFP# PK000-2115

21





The Restaurant

A new modern, American dining experience at Eisenhower Park

Additional revenue from restaurant buy-outs for small to medium sized parties (e.g., bridal / baby showers, holiday parties) and corporate events.

Capital Investment:

- ① Complete renovation of dining room, bar and patio
- ② Modernize the IT infrastructure for corporate events — Mobile AV units, Cisco video conference kits, event internet access
- ③ Timeline: 12 weeks



Devereux Emmet

- Famed golf architect who designed the red course — home of the 1926 PGA Championship
- Designed more than 150 golf courses worldwide
- His design credo regarding bold landforms — *"integrate, don't decimate"*



THE DEVEREUX

EDITION 1971

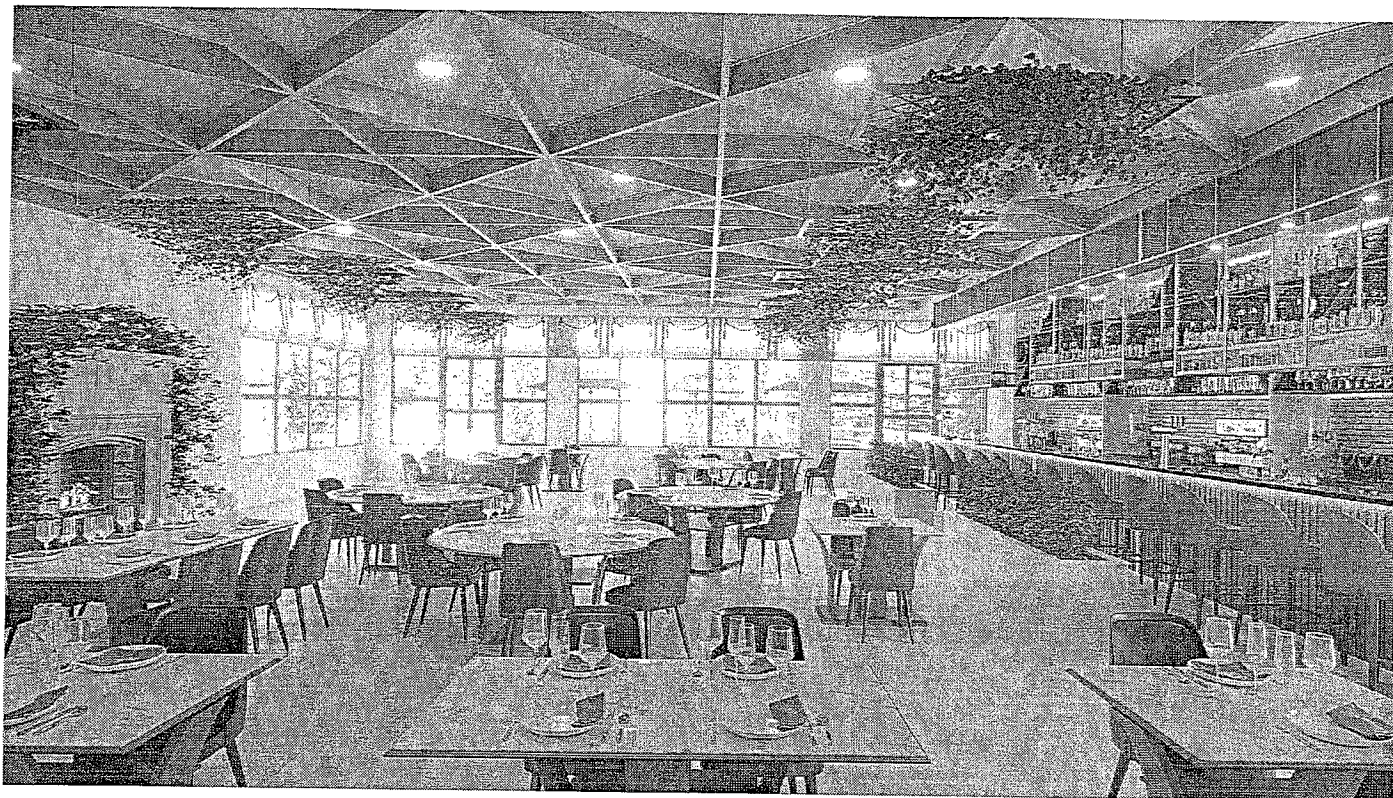
NEW YORK

THE DEVEREUX

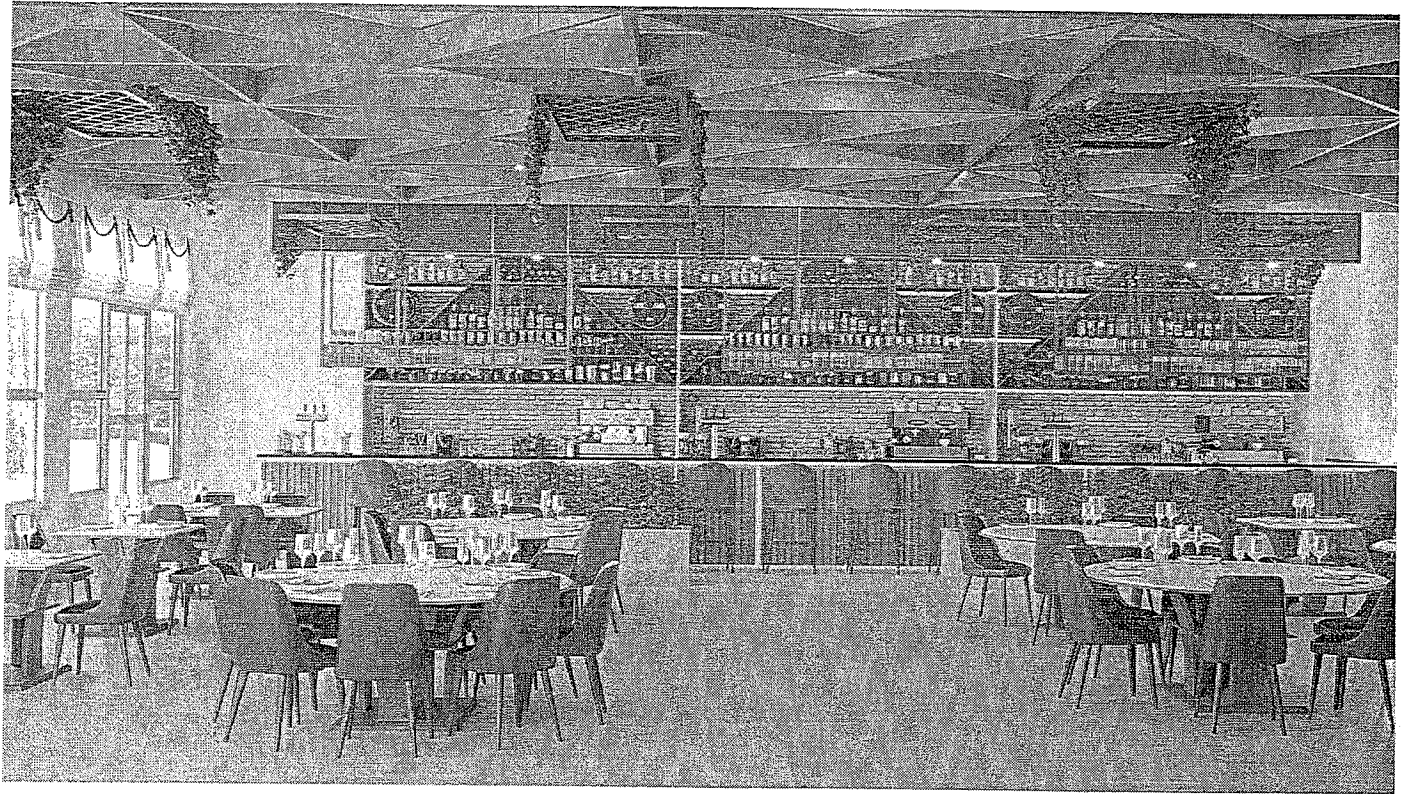


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THE DEVEREUX



THE DEVEREUX



THE DEVEREUX

Menu — Breakfast

Drinks

Espresso

Cappuccino or Latte

Macchiato

Tea Selection

Fresh Juice — Orange, Grapefruit, Seasonal

Guilt-Free Corner

Avocado Toast with Fried Egg & Jalapeno

Muesli with Buggalo Yoghurt, Maple Syrup, Seasonal Berries

Fruit Plate — Seasonal Fruits

Classic Breakfast

Waffles served with Vanilla Whipped Cream

Pancakes served with Seasonal Fruits, Vanilla Whipped Cream

Scramble Eggs served with Bacon, Potatoes and Country Bread

Omelets served with Potatoes and Country Bread

Eggs Benedict served with English Muffin, Hollandaise, Braised Bacon

Lobster Omelet

Sides

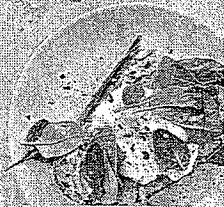
Meats — Bacon, Ham, Turkey Sausage, or Smoked Salmon

Seasonal Fruits

House Potatoes

Bread — Country Bread, Whole Wheat, Rye, English Muffin, Bagel

Avocado



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EGG HOSPITALITY LLC

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Menu — Brunch

Raw Bar

Seafood Tower — Oysters, Lobster, Snow Crab, Nordic Shrimps

Lobster & Crab — Cocktail Sauce, Lemon

Oysters

Guilt-Free Corner

Avocado Toast with Fried Egg & Jalapeno

Muesli with Buggalo Yoghurt, Maple Syrup, Seasonal Berries

Fruit Plate — Seasonal Fruits

Classic Breakfast

Waffles served with Vanilla Whipped Cream

Pancakes served with Seasonal Fruits, Vanilla Whipped Cream

Scramble Eggs served with Bacon, Potatoes and Country Bread

Omelets served with Potatoes and Country Bread

Eggs Benedict served with English Muffin, Hollandaise, Braised Bacon

Lobster Omelet

Frittata served with Potatoes, Tomatoes, Onions, Iberian Ham

Salads

Tomato Salad — Heirloom, Basil, Watermelon, Mozzarella

Green Salad

Land

Wagyu Steak

Lamb Chops

Wagyu Filet Mignon

Marinated Rib-Eye Steak with Pineapple-Soy-Ginger Marinade

Burgers

Wagyu Burger served with Porcini Ketchup and Maple Bacon

Fried Chicken Burger with Spicy Honey and Pickles

Sides

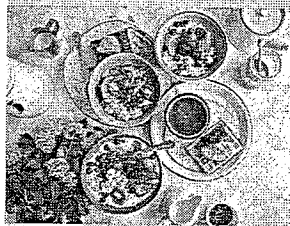
Meats — Bacon, Ham, Turkey Sausage, or Smoked Salmon

Seasonal Fruits

House Potatoes

Bread — Country Bread, Whole Wheat, Rye, English Muffin, Bagel

Avocado



Menu — Dinner

Starters

Seafood Tower — Oysters, Razor Clams, Lobster, Snow Crab, Sashimi, Nordic Shrimps

Chilled Jumbo Shrimp with Cocktail and Remoulade Sauces

Oysters

Lobster & Crab

Grilled Octopus

Guacamole served with Warm Tortilla Chips

Rosemary Focaccia with Marinated Olives and Toasted Almonds

Salads

Caesar Salad — Baby Gem Romaine, Croutons, Grated Reggiano, Eggless Caesar Dressing

Grilled Chicken Salad — Mixed Greens, Jicama, Honey-Lime Vinaigrette, and Peanut Sauce

Cashew Kale and Rotisserie Chicken Salad — Emerald Kale, Fresh Herbs, Sesame Miso Vinaigrette

Burrata Salad

Tomato Salad — Basil, Watermelon, Mozzarella

Crab Salad — Sunchoke, Avocado, Lime

Sea

Tuna served with Almond Sauce, and a Salad of Mango, Avocado, Cucumber, Sesame Miso Dressing

Salmon served with Broccoli, Smoked Dashi, Shiitake

Swordfish served with Diabla Sauce

Spaghetti Picadilly served with Lobster, Crab, Chili, Uni Butter

Arctic Char with Yuzu, Yogurt, Cucumbers

Garden

Grilled Garden — Chef's Choice of Vegetables

Caramelized Portobello with Parsley, Garlic, and Sour Cream

Roasted Cauliflower

Eggplant

Land

Wagyu Steak

Lamb Chops

Wagyu Filet Mignon

Marinated Rib-Eye Steak with Pineapple-Soy-Ginger Marinade

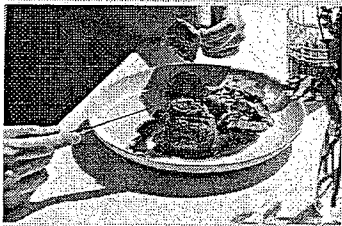
Burgers

Wagyu Burger served with Porcini Ketchup and Maple Bacon

Fried Chicken Burger with Spicy Honey and Pickles

Veggie Burger with Sweet Soy Glaze and Melted Jack

French Dip on a House-Made French Roll served Au Jus

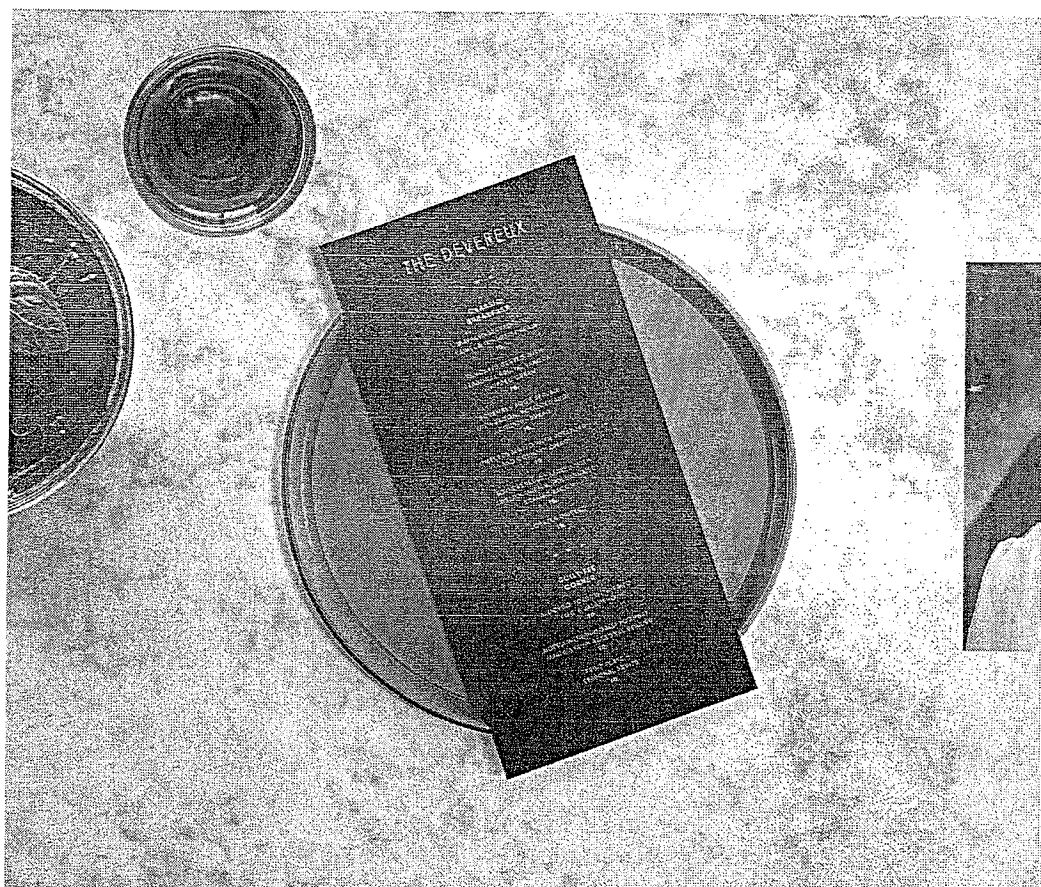


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EGB HOSPITALITY LLC

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32



Concessions

Three distinct revenue streams featuring traditional, affordable food and high-end offerings from The Devereux.

01

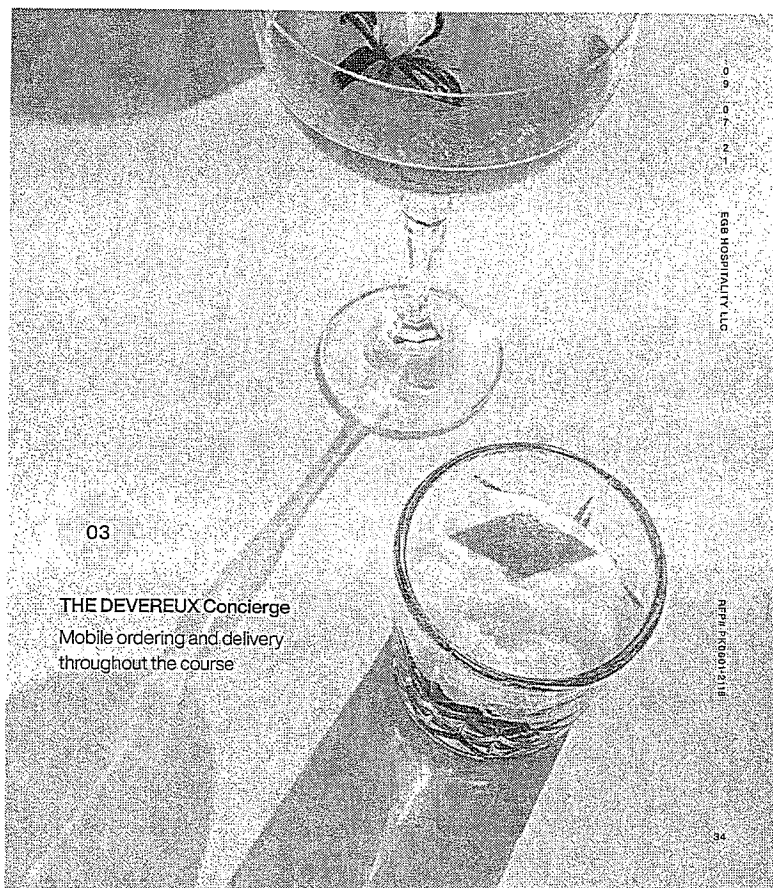
THE DEVEREUX on the Patio
Casual, outdoor dining experience with full bar

02

THE DEVEREUX at the Ninth
Self-service concession on the course

03

THE DEVEREUX Concierge
Mobile ordering and delivery throughout the course



100

Figure 1

Flowchart illustrating the selection process for the study.

The flowchart shows the progression from initial identification to final inclusion in the meta-analysis:

- Identification of studies through database searches and references.
- Screening based on title and abstract.
- Full-text screening.
- Inclusion in the meta-analysis.

The number of studies at each stage is indicated by the size of the circles.

Refreshing the cigar lounge at Eisenhower Park

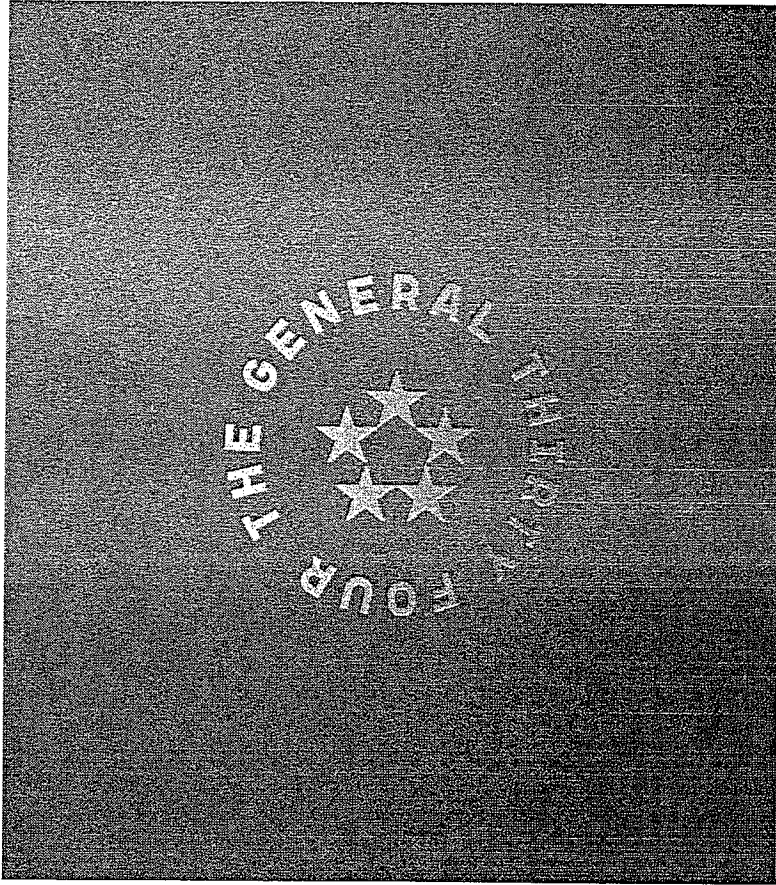
Action Items:

- ① Partnership with a prominent Cigar Room operator
- ② Honor current memberships
- ③ Full food and drink menu



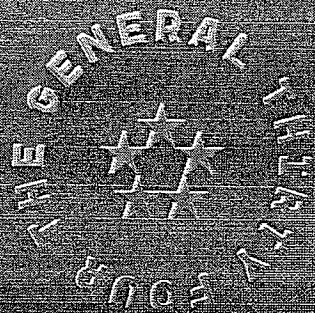
Dwight D. Eisenhower

- 34th President of the United States of America
- One of only five men to hold the rank of five-star general
- In 1969, Salisbury Park was rededicated as Dwight D. Eisenhower Memorial Park











How We Do Business

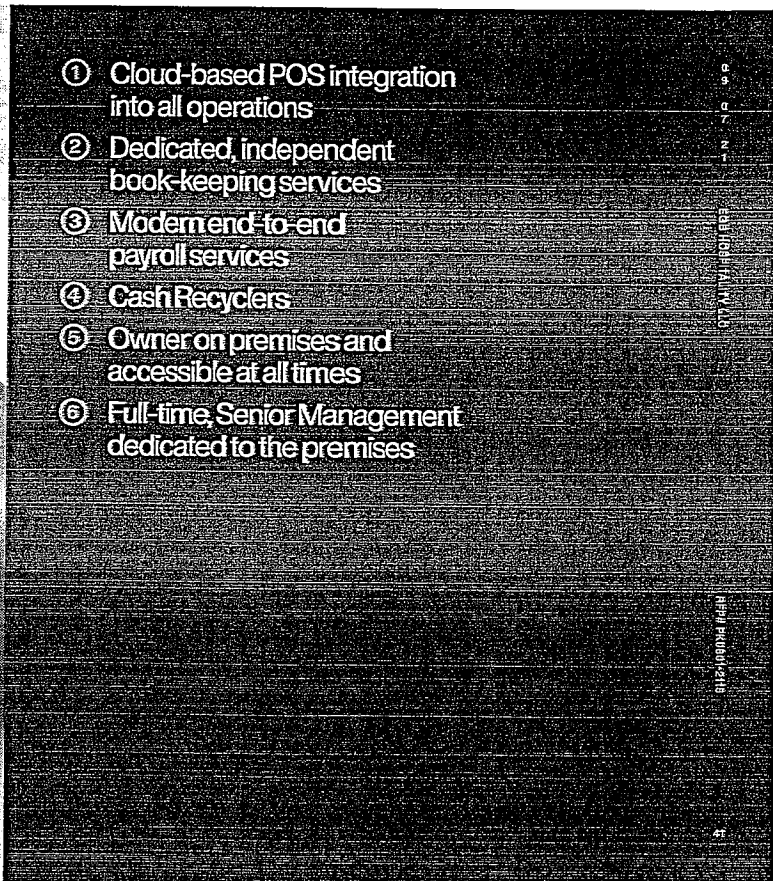
Complete
transparency
of all operations →

A black and white photograph of a hand holding a glass of water with a basil leaf. The hand is on the right side of the frame, with the thumb and index finger visible. The glass is filled with water and has a single basil leaf floating on top. The background is a textured, light-colored surface.

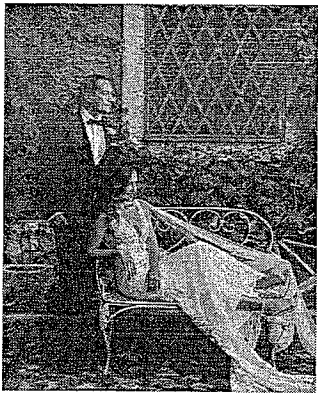
How We Do Business

Complete
transparency
of all operations →

A black and white photograph of a hand holding a small glass filled with water and ice cubes. A single basil leaf is perched on top of the ice. The background is a textured, light-colored surface.

- 
- ① Cloud-based POS integration into all operations
 - ② Dedicated, independent book-keeping services
 - ③ Modern end-to-end payroll services
 - ④ Cash Recyclers
 - ⑤ Owner on premises and accessible at all times
 - ⑥ Full-time, Senior Management dedicated to the premises
- RENTON, WASHINGTON
- HPD PRO001-2119
- 47

Additional Value-Add



Capital Investment
Prepared to make significant capital investment in kitchen operations and mechanical infrastructure of the building



Philanthropy
Although we are not requesting a fee discount, we will offer reduced fees for government and nonprofit organizations



Sustainability
Commitment to sustainability throughout the premises

Summary of Fee Structure

Catering & Restaurant:

[REDACTED]

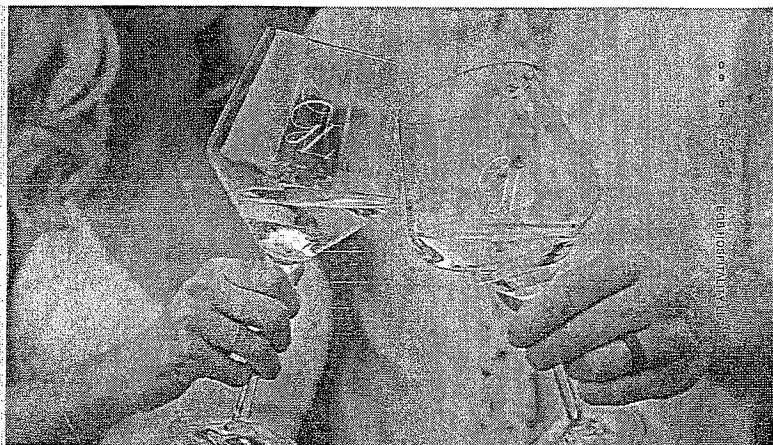
[REDACTED]

sales (gross sales minus
tips and taxes)

Covid-19 fee discount prorates the

[REDACTED]

Conclusion



Best-in-Class



Modern approach to all
business operations



Commitment to luxury
and elevating all
offerings



Beautification of all
indoor and outdoor
spaces



Conflict-free ownership
with the goal of
maximizing all sources
of revenue

1899
Hempstead Tpke
East Meadow
NY 11554

The Grand Linnin

THE DEVEREUX



EXHIBIT B
DPW GUIDELINES/ FACILITY REQUIREMENTS

1. Licensee shall construct and operate the facility and build out any approved capital improvements at their own cost and in compliance with all applicable laws, rules, codes, and regulations. All areas are to provide handicapped access in compliance with any local, state, or federal laws for people with disabilities if applicable. Licensee shall procure all vendors and shall be responsible for all costs to bring the facility to full operational status. These costs will include, but not be limited to, design, construction, permits, etc. All plans and specifications for all new construction and renovation must be submitted to the Commissioner of the Department of Parks, Recreation and Museums, and the Commissioner of the Department of Public Works, or their designees for formal approval prior to the commencement of any work. Three (3) sets of all construction documents are to be submitted for review and approval. The Licensee will pay the County a design review fee equal to 0.5% of the project value upon approval of the construction documents. Said fee shall be payable within thirty (30) days of acceptance of the bid and prior to commencement of construction. Licensee shall secure the site during the construction phase. The following Guidelines apply for any Capital Improvement executed pursuant to the terms of any Agreement between the County and the Licensee. The Licensee must have the work designed by a New York State licensed Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

A. New York State Uniform Fire Prevention & Building Code

B. New York State Energy Conservation Construction Code

C. New York State Sanitary Code

D. National Electric Code

E. Occupational Safety and Health Administration Code

F. State Laws, Local Ordinances, and Utility Company Regulations

G. New York State Industrial Code

H. Nassau County D.P.W. Standard Specs. For Construction of Highways

I. Nassau County D.P.W. Standard Specs. for Construction of Sanitary Sewers

J. Americans With Disabilities Act

2. If the Licensee proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

3. The license documents shall be signed and sealed by the Architect/Engineer of record.
4. The Licensee or its Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including village, town, county, state, and federal agencies, including but not limited to the N.Y.S.D.E.C.
5. The Architect/Engineer of record shall certify in writing to the County and all other public agencies having jurisdiction that the facility was constructed in accordance with the license documents and all applicable codes and standards.
6. Record "as-built" drawings sealed and certified by the Architect/Engineer of record shall be submitted to the County if the improvement is a permanent improvement to a County facility.
7. The Licensee will be responsible for the cost of all equipment for operation of the License. Said cost shall include repair and /or replacement.
8. Any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

EXHIBIT C
POLICIES AND STANDARDS FOR MARKETING AND ADVERTISING

I. PURPOSE

A. Objectives. Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing on County-owned properties, assets, and events ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- (a) maintaining the safe and orderly operation of Departments facilities;
- (b) maximization of revenue generated by Advertising;
- (c) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- (d) avoiding the identification of the County with advertisements or the viewpoints of the advertisers;
- (e) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; and

B. Nonpublic Forum. By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that Departments assets and events constitute nonpublic forums that are subject to the restrictions set forth in Section II.

C. Reservation of Rights. The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

D. Disclaimer. The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

E. Applicability. These policies and standards shall apply to all property governed by the Departments pursuant to this Agreement.

II. ADVERTISING STANDARDS

A. Commercial Advertisements Only. Except for Advertising defined in Section II.C or Section II.D., only advertisements promoting primarily the sale of commercial goods

or services are permitted.

B. Prohibited Advertising. Advertisements shall not be accepted, displayed, or maintained on Departments assets or events if the advertisements fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
- 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
- 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
- 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
- 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified, or supplemented from time to time.
- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content

would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.

- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.

- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes, or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product, or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title, or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans, or other materials which are identifiable with, films rated "X" or "NC-17," adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things, or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol, or character that, as determined by the County, may interfere with, mislead, direct, or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any moving parts.
- 19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.
- 20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such

advertisement may be accepted, displayed, or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse alcoholic products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Franchisee to locate another suitable location for such advertising. However, the Franchisee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

C. County Operations. Nothing in this policy shall limit the County's right to display on Department's assets and events any advertisements and notices that pertain to County operations or initiatives.

D. Existing Laws. All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

III. REVIEW OF ADVERTISING DECISIONS

A. Initial Reviews. The Operator will review each advertisement to determine whether the advertisement is in conformity with the policies and standards set forth in Section II. If Operator determines that an advertisement is not or may not be in conformity with such standards:

a) The Operator shall promptly notify designated County staff of its determination and the reasons for its determination. Upon receipt of such notification, the County shall advise the Operator whether the County concurs with the contractor's determination concerning the advertisement.

b) In the event that the County concurs in the determination of the Operator, the Operator may, in consultation with designated County staff, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the policies and standards set forth in Section II. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these policies and standards.

(a) In the event that the Operator and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event that the Operator and the County determine that no appropriate revision could bring the advertisement into conformity with the policies and standards set forth in Section II, the Operator shall promptly provide the advertiser with a copy of these Policies and Standards and written notice of the determination, the reason(s) for the determination, and the advertiser's right to a review before the County's Designated Advertising Review Committee. The Operator shall provide such committee with a copy of the written notice to the advertiser and the advertisement at issue.

B. Appeals to Advertising Review Committee. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Advertising Review Committee within ten (10) business days after receipt of the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of the County's Advertising policies and standards. The Advertising Review Committee at a minimum shall consist of supervisory personnel from the Planning Department and the County Attorney's Office. The Advertising Review Committee shall review the basis for the rejected or removed advertisement and shall consider the advertiser's reasons for filing the request. The Advertising Review Committee shall make a decision on the request and shall notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

Appendix B

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix B 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 plans 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 Contractors' 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 B, 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 B 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 B 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 B.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in 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 B 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 B 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 B, 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 C

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:

Elias Trahanas (Name)
329 Sunrise Hwy, Rockville Centre, NY 11576 (Address)
(516) 376-8006 (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 ~~Not~~ 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 NA 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.

3/10/2022
Dated

Elias Trahanas
Signature of Chief Executive Officer
Elias Trahanas
Name of Chief Executive Officer

Sworn to before me this

10 day of March, 2022

[Signature]
Notary Public

LAURIE ANN WAGONFELD
Notary Public, State of New York
Reg. No. 01WA6396360
Qualified in Nassau County
My Commission Expires August 19, 2023

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: EGB Hospitality LLC

2. Amount requiring NIFA approval: \$0

Amount to be encumbered: \$0

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 10/1/22 ends on the earlier of 15 mos. after the license is signed by the parties or upon completion of work

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
-----------	---

State %	0
---------	---

County %	100
----------	-----

Is the cash available for the full amount of the contract?	Yes
--	-----

If not, will it require a future borrowing?	No
---	----

Has the County Legislature approved the borrowing?	N/A
--	-----

Has NIFA approved the borrowing for this contract?	N/A
--	-----

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

: The Licensee will develop, facilitate, improve, and enhance the public use and enjoyment of the Premises known as the "Caltun" to provide long-term operation and maintenance of the Premises. The County hereby grants to Licensee throughout the Term (including during the off-season, as applicable) an exclusive License to operate the existing food services concession for the Licensed Premises located at Eisenhower Park in East Meadow consisting of the following components: (i) the restaurant within the Facility referred to as the "Devereux" and more particularly described in Licensee's presentation (the "Presentation") attached to and hereby made a part of this Agreement as Exhibit "A" (such restaurant, the "Restaurant"); (ii) the catering business within the Facility and on the outdoor patio areas adjacent to the Facility, including the catering business within the Facility referred to as the "Grand Lannin" and more particularly described in the Presentation (such catering business, the "Catering Business"); (iii) the cigar bar within the Facility referred to as the "The General Thirty Four" and more particularly described in the Presentation (such cigar bar, the "Cigar Bar"); and (iv) the golf course and other concessions referred to as "The Devereux on the Patio," "The Devereux at the Ninth," and "The Devereux Concierge," (the "Golf Course Concessions")

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
-----------------------------------	-----

Nassau County Committee and/or Legislature	
--	--

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

03/24/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: EGB Hospitality LLC

CONTRACTOR ADDRESS: 44 Old Ox Road, Manhasset, NY 11030

FEDERAL TAX ID #: 84-4752862

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

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

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

The Contract was entered into after a written request for proposals was issued on June 18, 2021. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on June 18, 2021, via email to interested parties and by publication on the County procurement website. Three hundred eighty-one (381) of potential proposers received notice of the RFP. Sixteen (16) viewed the documents, Nine (9) of potential proposers opened the documents and requested a copy of the RFP on the Nassau County website. Thirty (30) Potential Proposers were sent a link to access the RFP on the Nassau County website via email. Proposals were due on August 13, 2021. A total of Two (2) proposals were received and evaluated. The evaluation committee consisted of Two (2) employees of the Department of Parks, Recreation & Museums; Tim Messner, Dave Graziosi and Victoria Kaso Secretary to the Commissioner for Parks (non-voting Chair) - One (1) employee of the Department of Public Works; Joe Cuomo and Mary Studdert - Asst to the commissioner for DPW (non-voting technical advisor) - Department of Purchasing and Contracts; Parveen Arjune - Asst. Dep. Chief of Procurement (non-voting technical advisor) The proposals were scored and ranked. As a result of the scoring and ranking, the One (1) highest-ranking proposer was selected. **EGB Hospitality LLC** was the awarded Proposer.

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.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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 submission of the first claim voucher, for services under this 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.


Darcy A. Belyea - Commissioner

3-16-22

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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☒ NO ☐ If yes, to what campaign committee?

Elias Trahanas donated \$250 to Friends of Madeline Singas in February 2019.

Elias Trahanas donated \$500 to Kaminsky For New York in October 2020.

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [ELIASTRAHANAS@GMAIL.COM]

Dated: 03/14/2022 01:22:39 PM

Vendor: EGB Hospitality

Title: Member



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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. 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.

Park Strategies, LLC; 101 Park Avenue, Suite 2506; New York, NY; 10178; (212) 883-5608

Alfonse D'Amato, Armand D'Amato, Christopher D'Amato, Jeffery Lovell, William McGahay, Ryan Moses, Joseph Rossi

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

New York State - NYS Joint Commission on Public Ethics
New York City - Clerk of NY, Lobbying Bureau
US Senate
US House of Representatives
Nassau County
Suffolk County

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

See attached

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

See attached

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

See attached

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 12/08/2021

(a) Address and telephone numbers of clients

(b) Lobbying activity conducted, or to be conducted, in Nassau County

(1) Microsoft

a. 901 K Street NW, Washington D.C., 20001, (212) 263-5900

b. Facilitate meetings with County representatives and County legislators to discuss software and information technology services and solutions

(2) Nassau Health Care Corporation

a. 2201 Hempstead Turnpike, East Meadow, NY 11445, (516) 572-2800

b. Facilitate meetings with County representatives and County legislators to discuss provisions of healthcare services, funding for healthcare services, and real estate development.

(3) Nassau Regional Off-Track Betting Corporation

a. 139 Liberty Avenue, Mineola, NY 11501, (516) 572-2800

b. Facilitate meetings with County representatives and County legislators to discuss racing, wagering and operation of VLT's at OTB parlors.

(4) South Nassau Communities Hospital

a. One Healthy Way Oceanside, NY 11572 (516) 632-3093

b. Facilitate meetings with County representatives related to provisions of hospital based health care services, health care facilities and technologies, public funding of health care services, Medicaid and Medicaid related funding issues.

(5) Benchmark Senior Living

a. 201 Jones Road, Suite 300 West, Waltham, MA 02451, (781) 489-7114

b. Obtain local government approvals to construct and operate assisted living facilities.

(6) Nassau HUB Master

a. 625 RXR Plaza, Uniondale, NY 11556 (516) 506-6777

b. Advocacy in front of the Office of the County Executive and County Legislature in support of the Nassau HUB redevelopment initiative.

(7) Nextera Energy Resources, LLC

a. 700 Universe Boulevard, Juno Beach, FL 33418, (561) 304-6751

b. Support for energy storage projects.

NASSAU COUNTY CLIENT & ACTIVITY LIST 2021 - AMENDMENT 12/08/2021

(8) MV Transportation, Inc.

a. 2711 N. Haskell Ave., Suite 1500, LB-2, Dallas, TX 75204

b. Legislation impacting provision of transportation services.

(9) Pat's Farms Garden Center, Inc.

a. 1142 Merrick Avenue, North Merrick, NY 11566, (516) 481-5525

b. Zoning and permitting for new property.

(10) EGB Hospitality, LLC

a. 329 Sunrise Highway, Rockville Centre, NY 11570, (516) 376-8006

b. Permits associated with operation of catering facility

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

Nassau County: Executive, Comptroller, Attorney, Legislature, Department of Public Works, Health Department, University Medical Center/Health Care Corp., Office of Shared Services, Department of Information Technology, Interim Finance Authority, Probation Department

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/08/2021

Signed:



Print Name:

Christopher D'Amato

Title:

EVP & General Counsel

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 by 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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PARK STRATEGIES, LLC

December 1, 2021

VIA ELECTRONIC MAIL

Elias Trahanas
Member
EGB Hospitality LLC
329 Sunrise Highway
Rockville Centre, NY 11570

Government Relations Services Agreement

Dear Mr. Trahanas:

This Government Relations Services Agreement (hereinafter the “Agreement”) is between EGB Hospitality (“Client”) and Park Strategies, LLC (“Consultant”) and relates to strategic advice and government relations advocacy services rendered by Consultant on behalf of Client in connection with Client’s proposal to provide catering and restaurant services at Eisenhower Park.

The effective Term of this Agreement shall commence as of the date that it is fully executed and shall continue for twelve (12) calendar months. This term may be amended pursuant to the mutual written agreement of Client and Consultant. Client and Consultant each has the unilateral right to terminate this agreement, for any reason whatsoever, upon sixty (60) days written notice to the other party.

In consideration of such aforementioned consulting and lobbying services to be rendered, Client shall pay to Consultant a professional services fee of \$5,000 per month during the effective term of this Agreement. Said monthly fee shall be due and payable by the 15th day of each month following invoice by Consultant to Client, *with the exception of the first monthly fee, which is due upon the full execution of this Agreement.*

All information which the Consultant presently has or which may come into Consultant’s possession during the engagement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or itself any such information so long as such information is treated as secret or confidential by Client.

Client agrees to indemnify Consultant to the full extent indemnification is permitted to an officer of Client by the corporate laws of the state of incorporation of Client with respect to any damages, fines, penalties, court costs or expenses (including attorneys’ fees reasonably incurred)

sustained by Consultant as a result of any action, suit, or proceedings to which Consultant shall be or become a party that arises out of or relates to the consulting services provided hereunder; provided, however, that in no event shall Consultant be indemnified for acts or omissions as to which a judgment or other final adjudication adverse to Consultant establishes that such acts or omissions constituted gross negligence or willful misconduct in the performance of this agreement or a knowing violation of law.


Consultant will indemnify, defend and hold Client harmless from any liability or damages resulting from the breach by Consultant of this agreement or any violation of law or regulation by Consultant or its employees. This paragraph shall survive termination or expiration of this Agreement.

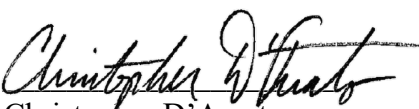
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

EGB Hospitality LLC
329 Sunrise Highway
Rockville Centre, NY 11570

Park Strategies, LLC
101 Park Avenue, Suite 2506
New York, NY 10178

By: 
Elias Trahanas
Member

By: 
Christopher D'Amato
EVP, General Counsel & Partner

Date: 12/3/2021

Date: 12/1/2021

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. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dennis Moshopoulos
Date of birth: 11/01/1987
Home address: 10-15 Malba Drive
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US
- Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 6465298229
- Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

15%

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Dennis Moshopoulos , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dennis Moshopoulos , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dennis Moshopoulos [DMOSHOPOULOS@GMAIL.COM]

Member

Title

03/14/2022 02:06:12 PM

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. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jerry Pagoulatos
Date of birth: 05/29/1982
Home address: 8 Wren Court
City: Glen Head State/Province/Territory: NY Zip/Postal Code: 11545
Country: US

Business Address: 44 old ox road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 5166430599

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

20%

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Snack House Inc. 30%. Operates Sunrise Diner, Wantagh New York.

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?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Jerry Pagoulatos , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jerry Pagoulatos , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Jerry Pagoulatos [JPAGOULATOS@GMAIL.COM]

Member

Title

03/14/2022 02:04:09 PM

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. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Elias Trahanas
Date of birth: 03/19/1988
Home address: 4 maple drive
City: Great neck State/Province/Territory: NY Zip/Postal Code: 11021
Country: US

Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 5168357168

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>02/07/2020</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25%

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Trahanas, LLC - Operates and owns NYS Parks contract for Robert Moses and Jones Beach. Mr. Trahanas

currently owns 50% of Trahanas LLC.

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?
YES ☒ NO ☐ If Yes, provide details.

Trahanas, LLC - Operates and owns NYS Parks contract for Robert Moses and Jones Beach. Mr. Trahanas currently owns 50% of Trahanas LLC.

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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Elias Trahanas , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elias Trahanas , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [ELIASTRAHANAS@GMAIL.COM]

Member

Title

03/14/2022 01:24:52 PM

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. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nick Moshopoulos
Date of birth: 11/09/1986
Home address: 10-15 Malba Drive
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country: US

Business Address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 6465298885

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

15% member of EGB Hospitality LLC.

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

NKO Architect PC - 100% equity owner. Provides Architectural Services.

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?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Nick Moshopoulos , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nick Moshopoulos , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Nick Moshopoulos [NMOSH01@GMAIL.COM]

Member

Title

03/14/2022 02:08:20 PM

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. 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Bobby Trahanas
Date of birth: 05/27/1984
Home address: 44 Old Ox Road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US

Business Address: 44 old ox road
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 5168357168

Other present address(es):
City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country: US
Telephone: 5168357168

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/07/2020</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25%

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

50% Trahanas, LLC - Operates NYS contracts at Robert Moses & Jones Beach State parks

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?

YES ☒ NO ☐ If Yes, provide details.

Operators of Robert Moses State Park & Jones Beach State Parks.

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Bobby Trahanas , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Bobby Trahanas , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

EGB Hospitality, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Bobby Trahanas [TRAHANAS@OUTLOOK.COM]

Member

Title

03/14/2022 04:32:40 PM

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each 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 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: 10/07/2021

1) Proposer's Legal Name: EGB Hospitality, LLC

2) Address of Place of Business: 44 Old Ox Road

City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

Address: 329 Sunrise Highway

City: Rockville Center State/Province/Territory: NY Zip/Postal Code: 11570

Country: US

Start Date: 07-FEB-20

End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Other If other, please provide details:

This entity does not have any physical operating address. It was created for the purpose of bidding on State and/or local contracts. In the event of a successful bid, it will wholly own & operate the operating agreement to which it is awarded.

4) Dun and Bradstreet number: 108483345

5) Federal I.D. Number: 844752862

6) The proposer is a: Other (Describe) Limited Liability Company (LLC)

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, please provide details:

- 10) Has the 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 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ 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.

- 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 exists

(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 exists

(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 exists

- 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.

EGB Hospitality would require an attestation and disclosure form at the time of employment and annually to disclose any potential conflicts of interests by employees and persons related to or living with the employee or EGB Hospitality officers.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

02/07/2020

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Elias Trahanas, CEO - 4 Maple Drive Drive, Apt 5J. Great Neck NY 11021
Bobby Trahanas, Member - 44 Old Ox Road, Manhasset NY 11030
Jerry Pagoulatos, Member - 8 Wren Court Glen Head NY 11545
Dennis Moshopoulos, Member - 10-15 Malba Drive, Whitestone NY 11357
Nick Moshopoulos, Member - 10-15 Malba Drive, Whitestone NY 11357

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: EGB Hospitality - Supplemental Information - PK0601-2115.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Elias Trahanas, CEO - 4 Maple Drive Drive, Apt 5J. Great Neck NY 11021
Bobby Trahanas, Member - 44 Old Ox Road, Manhasset NY 11030
Jerry Pagoulatos, Member - 8 Wren Court Glen Head NY 11545
Dennis Moshopoulos, Member - 10-15 Malba Drive, Whitestone NY 11357
Nick Moshopoulos, Member - 10-15 Malba Drive, Whitestone NY 11357

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
0
- vi) Annual revenue of firm;
0
- vii) Summary of relevant accomplishments
See attached proposal for relevant accomplishments.
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

EGB Hospitality, LLC is a legal entity that has been formed for the purpose of bidding on State and/or local contracts. In the event of a successful bid, it will wholly own & operate the operating agreement to which it is awarded. Please find attached our presentation detailing our vision and relevant business experience.

1 File(s) Uploaded: EGB_Hospitality_LLC-RFP-PK0601-2115-Eisenhower_Park-Digital-Compressed.pdf

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

Company	New York State Office of Parks, Recreation, and Historic Preservation		
Contact Person	George Gorman, Regional Director		
Address	625 Belmont Ave.		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 669-1000		
Fax #			
E-Mail Address	george.gorman@oprhp.state.ny.us		

Company	New York State Office of Parks, Recreation, and Historic Preservation		
Contact Person	Tim Byrne, Park Manager, Robert Moses State Park		
Address	625 Belmont Ave.		
City	West Babylon	State/Province/Territory	NY
Country	US		
Telephone	(516) 419-1532		
Fax #			
E-Mail Address	Timothy.Byrne@parks.ny.gov		

Company	BakerHostetler		
Contact Person	George Stamboulidis		
Address	45 Rockefeller Plaza		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 589-4211		

Fax #

E-Mail Address gstamboulidis@bakerhostetler.com

I, Elias Trahanas , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elias Trahanas , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: EGB Hospitality, LLC

Electronically signed and certified at the date and time indicated by:
Elias Trahanas [TRAHANAS@OUTLOOK.COM]

Member

Title

03/15/2022 03:34:10 PM

Date

EGB Hospitality

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To:

Nassau County Department of Parks, Recreation & Museums
1899 Hempstead Turnpike
East Meadow, NY 11554
Attn: Tory Kaso, Evaluation Committee

September 20, 2021

Subject:

Supplemental Information on EGB Hospitality for PK0601-2115
Operation of Restaurant & Catering Facility at Eisenhower Park

Dear Evaluation Committee,

We again thank the members of the committee for their continued review as we remain very excited to bring our vision to Eisenhower Park. The below is intended to further supplement and provide additional transparency into EGB Hospitality and its managing members.

Ownership

The ownership of EGB Hospitality, LLC is equally divided between two (2) families. Bobby Trahanas and Elias Trahanas (collectively the "Trahanas Family") control fifty percent (50%) of EGB Hospitality. The remainder of EGB Hospitality is controlled by Dennis Moshopoulos, Nick Moshopoulos, and Jerry Pagoulatos (collectively the "Moshopoulos Family"). The detailed breakdown of individual ownership is as follows:

Elias Trahanas	25%
Bobby Trahanas	25%
Jerry Pagoulatos	20%
Dennis Moshopoulos	15%
Nick Moshopoulos	15%

¹ Elias and Bobby Trahanas are brothers.

² Dennis and Nick Moshopoulos are brothers. Jerry Pagoulatos is brother-in-law to Dennis and Nick Moshopoulos.

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Lannin

THE DEVEREUX



EGB Hospitality

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Departmental Oversight

The members of EGB Hospitality will operate as a cohesive team in which no single member is the only point of contact. Below is a list of operational areas and the members of our team who will be focused on that specific area. We have also noted a single individual as a "Primary" contact for each operational area:

Back-Office Administrative Operations (Human Resources, Payroll, Accounting, Legal, Licensing, Reporting, and Billing)

- Bobby Trahanas (primary)
- Elias Trahanas

Kitchen & Service Operations (Food service, Menus, Inventory, Kitchen & Service staffing, Food safety)

- Jerry Pagoulatos (primary)
- Elias Trahanas
- Dennis Moshopoulos

Concessions Operations (Food service, Menu, Inventory, Staffing, Food safety)

- Elias Trahanas (primary)
- Dennis Moshopoulos

Sales and Marketing Operations (Sales and Marketing Efforts)

- Dennis Moshopoulos (primary)
- Bobby Trahanas

Facilities and Maintenance (Building maintenance, landscaping, and servicing)

- Nick Moshopoulos (primary)
- Jerry Pagoulatos
- Elias Trahanas

Information Technology (Wi-Fi, Telephone, Website, E-mail)

- Bobby Trahanas (primary)
- Jerry Pagoulatos

Nassau County Parks (Relationship management, 24/7 direct access)

- Elias Trahanas (primary)
- Bobby Trahanas

Strategic Hires

EGB Hospitality recognizes the importance of hiring seasoned industry professionals who will be dedicated to the daily operations in which they are experts. Below is a list of key strategic hires:

- Executive Chef
- General Manager / Banquet Hall Manager
- Event & Sales Manager
- Marketing and Social Media Manager

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Lannin

THE DEVEREUX



EGB Hospitality

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Transition Planning

Elias Trahanas and Bobby Trahanas will be the primary contacts for all operations during the period in which EGB Hospitality has been awarded the contract but has not yet commenced operations. We have proposed a conservative timeline, but fully anticipate beating all deadlines and timetables ahead of schedule. The below is a series of items that will be actioned upon immediately:

- **Contract Review and Execution with Nassau County Parks**
- **Establishment of a fully operational, luxury mobile sales office**
- **Launch of Marketing and Sales Efforts**
- **Finalization of Architectural Plans**
- **Securing Building Department permits for renovations, as required**
- **License Renewals (e.g., Cigar Operations, Liquor, Certificate of Occupancy, Board of Health)**
- **Procurement of catering equipment, kitchen hardware, event hardware, HVAC & refrigeration equipment for all operations**
- **Employment of Strategic Hires noted above**

Financial Resources

The members of EGB Hospitality are not relying on any financing and are committed to making all investments from the cash holdings of its managing members. EGB Hospitality has access to over \$4mm in cash as of the date of this letter. We have no reservations on the significant capital investment that will be necessary to enact our vision. As we have experienced at both Jones Beach and Robert Moses, we understand that we may encounter many unexpected expenses that will need to be addressed, but we are fully willing and able to invest what is necessary to make The Grand Lannin, The Devereux and The General Thirty Four the pride of Nassau County Parks facilities.

Thank you again for your time and consideration. Should the committee or any members of Nassau County Parks have any other questions or require any additional information, please do not hesitate to ask.

Sincerely,



Elias Trahanas

EGB Hospitality
44 Old Ox Road
Manhasset, NY 11030

(516) 376-8006
Elias@trahanasllc.com

The Grand Lannin

THE DEVEREUX



COUNTY OF NASSAU

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

1. Name of the Entity: EGB Hospitality LLC

Address: 44 Old Ox Road

City: Manhasset State/Province/Territory: NY Zip/Postal Code: 11030

Country: US

2. Entity's Vendor Identification Number: 118003072

3. Type of Business: Ltd. Liability Co (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):

First Name ELIAS
 Last Name TRAHANAS
 MI _____ Suffix _____
 Address 44 OLD OX ROAD
 City MANHASSET State/Province/Territory: NY Zip/Postal Code: 11030
 Country US
 Position MEMBER

First Name Dennis
 Last Name Moshopoulos
 MI _____ Suffix _____
 Address 10-15 Malba Drive
 City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
 Country US
 Position Member

First Name Jerry
 Last Name Pagoulatos
 MI _____ Suffix _____
 Address 8 wren court
 City glen head State/Province/Territory: NY Zip/Postal Code: 11545
 Country US
 Position Member

First Name Nick
 Last Name Moshopoulos
 MI _____ Suffix _____
 Address 10-15 Malba Drive
 City Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
 Country US

Position Member

First Name Bobby
Last Name Trahanas
MI _____ Suffix _____
Address 44
City Manhasset State/Province/Territory: NY Zip/Postal Code: 11030
Country US
Position Member

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.

If none, explain.

Harilaos Trahanas - 44 Old Ox Road, Manhasset, NY 11030
Elias Trahanas - 4 Maple Drive, Apt. 5j, Great Neck, NY 11030
Gerasimos Pagoulatos - 8 Wren Ct, Old Brookville, NY 11545
Nick Moshopoulos - 10-15 Malba Drive, Whitestone, NY 11357
Dennis Moshopoulos - 10-15 Malba Drive, Whitestone, NY 11357

No shareholders, members, or partners have been attached to this form.

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.). If none, enter "None." 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. 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.

Are there lobbyists involved in this matter?

YES ☒ NO ☐

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

Armand D'Amato, PARTNER & MANAGING DIRECTOR
50 Charles Lindbergh Boulevard, Suite 601
Uniondale, NY 11553
(516) 794-9730

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

General project advocacy - post award.

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

Registered lobbyist with Nassau County

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.

Electronically signed and certified at the date and time indicated by:

Elias Trahanas [ELIASTRAHANAS@GMAIL.COM]

Dated: 03/14/2022 01:36:14 PM

Title: Member

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 by 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.



TRAHA-1

OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2022

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

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

PRODUCER NGL Group LLC 112 Merrick Road Lynbrook, NY 11563 Jeffrey H. Greenfield	516-599-1100	CONTACT NAME: NGL GROUP, LLC	
		PHONE (A/C, No, Ext): 516-599-1100	FAX (A/C, No): 516-599-2968
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: US Liability Insurance Co.	25895
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Trahanas LLC, EGB Hospitality LLC
Elias Trahanas
44 Old Ox Road
Manhasset, NY 11030

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 ITR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP3566569	03/16/2021	03/16/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Renewal of			CPP3566569	03/16/2022	03/16/2023	MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Liq. Liab 1000000						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ INCLUDED
	OTHER:						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			R/N OF CPP3566569	03/16/2022	03/16/2023	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CPP3566569	03/16/2022	03/16/2023	AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re:Carlton on the Park, 1899 Hempstead Tpke., East Meadow, NY 11554.
Additional insured as respects General Liability where there is a written contract:Nassau County Department of Parks, Recreation & Museums, 1899 Hempstead Tpke.,East Meadow, NY 11554.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of
Parks, Recreation & Museums
1899 Hempstead Tpke.
East Meadow, NY 11554

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

Jeffrey H. Greenfield