Certified: --

E-109-26

Filed by the Clerk of the Nassau County Legislature
September 4, 2026
11:26AM

NIFS ID: CQPD26000005

Capital:

Contract ID #: **CQPD26000005**

NIFS Entry Date: **07/14/2026**

Department: Police Dept.

Service: **Impound and Towing Services**

Term: **Date of Execution-five years**

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:	**No**
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: **All County Hook-Up Towing** DBA: **All County Towing & Recovery**	ID#:**743067002**
Main Address: **66 E. Merrick Road Freeport, NY 11520**	
Main Contact: **Joseph Calvagno**	
Main Phone: **(516) 379-0223**	

Department:
Contact Name: **Karen Taggart**
Address: **1490 Franklin Avenue Mineola, New York 11501**
Phone: **(516) 573-7210**
Email: **ktaggart@pdcn.org**

Contract Summary

Purpose: This is a new contract to provide vehicle impound and towing services for the Nassau County Police Department. The Department requires these services to be available at the direction of the Department seven days a week/ 24 hours a day to tow, store and release vehicles as needed by the Department. This contract has been awarded pursuant to Bid Number 96890-06115-120

Procurement History: Bid Number 96890-06115-120. Contractor was selected as the highest responsible bidder for Zones 16 and 20 (Nassau County Ordinance 175-14) meeting the specifications and qualifications contained in the bid.

Description of General Provisions: Contractor will provide towing and storage services for the Police Department. Vendor will charge the owners of the vehicles towing and storage fees which are set pursuant to County Ordinance.

Impact on Funding / Price Analysis: Contractor agrees to pay for the franchises granted herein as outlined below:

Zone 16: $28,801,00 per annum

Zone 20: $18,455.00 per annum

Total: $47,256.00 per annum

To be paid in monthly installments to the County.

Although the contracts awarded by way of this bid are revenue contracts, the County is required to pay towing and storage when a vehicle is placed on a Departmental hold.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: 96890-06115-120

Advertised On: 05/08/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 06/11/2025

Number of bids received: 12

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
PDH	10	1143	DE	PDPDH1143	DE500	PDPDH1143 DE500	01	$30,000.00
						TOTAL		**$30,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	$30,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$30,000.00**

Routing Slip

Department			
NIFS Entry	Karen Taggart	07/15/2026 03:50PM	Approved
NIFS Final Approval	Karen Taggart	07/15/2026 05:31PM	Approved
Final Approval	Daniel Bonanno	07/16/2026 12:40PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	07/21/2026 04:29PM	Approved
RE & Insurance Verification	Shannon Molloy	07/21/2026 02:43PM	Approved
NIFS Approval	Mary Nori	07/29/2026 03:25PM	Approved
Final Approval	Mary Nori	07/29/2026 03:25PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	07/16/2026 05:00PM	Approved
NIFA Approval	Irfan Qureshi	07/22/2026 01:26PM	Approved
Final Approval	Irfan Qureshi	07/22/2026 01:26PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/29/2026 04:04PM	Approved
DCE Compliance Approval	Andrew Levey	07/30/2026 10:38AM	Approved
Vertical DCE Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Final Approval	Arthur Walsh	09/03/2026 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/04/2026 11:04AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, NY 11501 (the "Department"), and **All County Towing** (the "Contractor"), a New York State corporation having its principal place of business at 66 E. Merrick Road, Freeport, NY 11520 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

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

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

1) **Terms and Conditions.**
   All terms, conditions, and the parties' obligations under this Agreement are identified within **EXHIBIT A** ("All County Towing Formal Sealed Bid Proposal"), which is hereby incorporated by reference.
2) **Services.**
   The Services to be provided by the Contractor under this Agreement shall consist of the items listed within **EXHIBIT A**. Contractor shall provide these services within Zone Sixteen (16) and Zone Twenty (20), as delineated on page 40 of **EXHIBIT A**.

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

ALL COUNTY TOWING

By: _____

Name: JOSEPH CALVAGNO

Title: president

Date: 5/1/2026

NASSAU COUNTY

By: _____

Name: _____

Title:
Chief Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of May in the year 2026 before me personally came Joseph Calogero me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of All County Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2027

Craig Roberts
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

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

_____
NOTARY PUBLIC

EXHIBIT A

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 96890-06115-120 Dated: Ad. 05/08/2025 BID OPENING DATE June 11, 2025 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

OFFICE OF PURCHASING

BID TITLE: County Tow and Impound Garage Contracts

JUN 11 2025

OPENED 11AM

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

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

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: Nassau County Police Department Chief of Support 1490 Franklin Ave. Mineola, N.Y. 11501	GUARANTEED DELIVERY DATE same day DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER [redacted]

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER	All County Towing		
ADDRESS	66 E. Merrick Road		
CITY	Freeport	STATE NY	ZIP CODE 11520
TELEPHONE	516/378-9486		
SIGNATURE OF AUTHORIZED INDIVIDUAL		PRINT OR TYPE NAME OF SIGNER AND TITLE	Joseph Calvagno president

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

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

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

8. Awards will be made to the highest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Venders expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX. Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224 2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

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

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

4. AWARD: The Department reserves the right before making award to make investigations as to whether or not the items, qualifications facilities, services offered by the Bidder meet the requirements set forth herein and are sample and sufficient to ensure the proper performance in the event of awarded. The Bidder must be prepared, if requested by the Department, to present evidence of experience, ability and financial standing. If it is found that the conditions of the bids are not complied with or that articles, equipment or services proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Department may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Department to make any examinations before award: and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all the requirements and conditions of the bid.

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

6. Awards will be made to the highest responsible Bidder. Consideration will be given to the reliability of the Bidder and ability to meet the specifications of this bid.

7. The Department reserves the right to reject all bids in whole or in part and to waive technical defects, irregularities and omissions if in its judgment the best interest of the County will be served.

8. All work/services performed by the Contractor pursuant to this contract are subject to inspection and approval by an authorized and designated member of the Department. The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, and the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will terminate this contract for cause as set forth in paragraph 18 below.

9. The bidder warrants that he is not in arrears to the county of Nassau upon dept or contract, and that he is not in default as surety, contractor, or otherwise, upon any obligation to the county.

10. Billing for any fees owed by the County to the Contractor pursuant to Paragraph O (Scope of Services) below must be submitted by the Contractor to the County using County voucher forms. Vouchers; Voucher Review, Approval and Audit. All payments shall be made in arrear and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor

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

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

a. submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

c. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

d. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

11. GUARANTEES BY BIDDER: Bidder hereby guarantees:

a. To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County.

b. His services against defective material or workmanship and to repair any damages or marring occasioned in transit.

c. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

d. To pay for all permits, licenses and fees and give all notices and comply with all law ordinances, rules and regulations of the city, village or town, and of the County of Nassau and the State of New York relating to the performance of the specifications set forth in this bid.

e. <u>To carry Insurance as described below:</u>

i. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

1. One or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives 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 two million dollars ($2,000,000) aggregate coverage.

2. If contracting in whole or part to provide personal services related to towing of automobiles, one or more policies for Automobile Liability insurance for Any Auto, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.
3. Workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law,
4. Such additional insurance as the County may from time to time specify a waiver of subrogation is granted in favor of the County of Nassau.

ii. Acceptability; Deductibles; Sub-Contractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be:
   1. Written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County and which is (2) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any sub-contractor hired in connection with the Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

iii. Delivery; Coverage Change: No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material reach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and

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BIDDER SIGN HERE _____ BIDDER

president TITLE

a. irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
b. That the services furnished shall conform to all provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished or services provided.

12. LABOR LAWS and ANTIDISCRIMINATION: Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e, and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observed and comply with said ordinances, laws and regulations at his sole cost and expense.

13. ASSIGNMENT: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement and the rights and obligations hereunder without the prior written consent of the County.

14. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/designated representative.

15. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

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

17. All Contractor personnel assigned to any requirement of a contract established must be fully qualified to perform the services required as set forth herein and abide by all applicable laws.

18. TERMINATION: This Agreement may be terminated:

a. i. For any reason by the County upon thirty (30) days' written notice to the Contractor ii. For "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination

iii. Upon mutual written agreement of the County and the Contractor, and/or

iv. In accordance with any other provisions of this Agreement expressly addressing termination,

b. As used in this Agreement the word "Cause" includes:

i. A breach of this Agreement,

ii. The failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and

iii. The termination or impending termination of federal or state funding for the services to be provided under this Agreement.

c. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor' ability to perform its obligations and not to a judgement as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period of sixty days' notice is impossible), a notice stating:

i. That the Contractor is terminating this Agreement in accordance with this subsection,

ii. The date as of which this Agreement will terminate, and

iii. The facts giving rise to the Contractor's right to terminate under the subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

d. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19. CONFIDENTIALITY:

The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, evidence, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least

a. the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.
b. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
c. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

20. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY: No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
    a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
    b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

DISCLOSURE STATEMENT

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

Bidders Name: All County Towing

Address: 66 E. Merrick Road, Freeport, NY 11520

Telephone No: 516/378-9486 Email: ALLCOUNTYTOWS@AOL.COM

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

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

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president TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

QUALIFICATION STATEMENT

BIDDER'S NAME: All County Towing

ADDRESS: 66 E. Merrick Road, Freeport, NY 11520

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____
   PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT Joseph Calvagno, [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
   IF SO, WHEN? 2025

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 23

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

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

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CITY
Joseph Calvagno	president	23	all types of towing	entire area

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   been towing for Nassau County for many years

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

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BIDDER TITLE

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

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

1. REFERENCE'S NAME: City of Long Beach
ADDRESS: 1 West Chester Street
Long Beach, NY 11561
TELEPHONE: 516/705-7318 CONTACT PERSON: Jaime Price
CONTRACT DATE: 2022

2. REFERENCE'S NAME: Village of Rockville Centre
ADDRESS: One College Place
Rockville Centre, NY 11570.
TELEPHONE: 516/678-9300 CONTACT PERSON: Lisa Strazzeri
CONTRACT DATE: 2019

3. REFERENCE'S NAME: Town of Hempstead
ADDRESS: One Washington St Hempstead, NY 11550
TELEPHONE: 516/489-5000 CONTACT PERSON: Elizabeth Powers
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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president TITLE

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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

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

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

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

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

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

As used in this Appendix EE **"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.

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

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BIDDER SIGN HERE _____ president
BIDDER **TITLE**

a. suggested to be included with the Best Effort Documentation

b. 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

c. 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.

d. 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.

e. 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.

f. 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.

g. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

h. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

Rule:

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

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

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

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

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

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from

Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any

County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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.

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.

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

☑ By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

☐ I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 5/23/2025

(Signature of Bidder)

Print Name: JOSEPH CALVAGNO

Print Title: PRESIDENT

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BIDDER SIGN HERE _____ (BIDDER) _____ president (TITLE)

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

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BIDDER TITLE

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) and §139-j(6)(b)

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 5/28/2025

Signature: [signature]

Name: JOSEPH CALVAGNO

Title: president

Contractor Name: All County Towing

Contractor Address: 66 E. Merrick Road

Freeport, NY 11520

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 Contractor 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,

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BIDDER SIGN HERE [signature] BIDDER president TITLE

child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor 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 Contractor 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 Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
b) 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. Contractor 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.
c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

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

a) 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;
b) 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;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) 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;
e) 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;
f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any sub-contractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

INDEMNIFICATION:

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

DEFINITIONS:

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

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

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's DSVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

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BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

IMPORTANT

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

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

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing TOW and MOTOR VEHICLE STORAGE services for the Nassau County Police Department in order that they may enjoy uninterrupted service in consideration for payment of the highest prices bid for each zone.

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

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

AWARD: If any, will be made to the highest responsible bidder for each zone who in the judgment of the Police Department, meets the specifications and qualifications stated herein. The award(s) will be granted when approved by the Nassau County Legislature and executed by the County Executive. The awarding of a bid will enable the successful bidder to perform the services under the terms specified herein for the period indicated and at the prices bid upon.

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

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a) A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
b) All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
c) The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
d) Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the Department in writing prior to the bid opening. The failure of the bidder to notify the Department, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Department receives a notification from a bidder of an inconsistency, ambiguity, omission or error in the Contract documents, the Department will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Department, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Department at least seven days prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance# 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Police Department or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

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

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

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

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

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

This 23rd day of May, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: All County Towing

Address: 66 E. Merrick Road

Street:

City, Town, etc: Freeport, NY 11520

Telephone: 516/378-9486 Title: president

Email Address: ALLCOUNTYTOWS@AOL.COM

If applicable, responsible Corporate Officer:

Name Joseph Calvagno Title president

Signature: [signature] Sign Here

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BIDDER SIGN HERE [signature] **BIDDER** president **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

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

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

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

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

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

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

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

Bidders should submit bid price in the appropriate column on bid pages or forms attached hereto. I. Bidders shall submit one (1) original bid document and all applicable attachments.

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

Federal Exemption Number [redacted] **State Exemption Number:** [redacted]

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

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

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 8 for further details

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96890-06115-120

NOTICE TO ALL BIDDERS:

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

SPECIFICATIONS/SCOPE OF SERVICES

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Tow and Impound Garage; and, who shall thereafter have the exclusive right within the specific geographic zone(s) awarded to the bidder to provide towing services and storage facilities within the specific geographic zone as described below in pages 30-35 at the direction of the Nassau County Police Department on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis; store motor vehicles on the Contractor's property for an unspecified period; and perform necessary work at the scene of an automobile accident and at storage facility when directed by the Department.

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

A. To make services available on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) days a year basis within the geographic area of the zone(s) awarded to the bidder
B. Contractor must provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable.
C. Contractor must agree to provide towing services at mutually convenient times from his/her premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.
D. Contractor will be required to own or have at his immediate disposal at the time of the bid opening and continuously throughout the term of the CONTRACT the facilities, tow trucks and other equipment sufficient to serve the zone(s) for which he/she has bid based on the average number of impounds for that zone as set forth below in "MINIMUM REQUIREMENTS" Section, page 29.
E. Contractor shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, secured and utilize securily cameras, lighted and sufficient to store the number of vehicles set forth in the minimum requirements for the zone(s) awarded as set forth below in MINIMUM REQUIREMENTS Section, page 29, .
F. Successful bidder agrees to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit and in no event longer than one (1) hour from the time of the call.
G. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.
H. Contractor shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.
I. The successful bidder shall not delegate towing services to any other agency without the express approval of the Office of Purchasing and the Nassau County Police Department.
J. In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, and the Contractor assigned Zone 23 (which encompasses the entirety of Nassau County for the purposes of heavy duty towing) is unable to perform such services, Contractor may in such cases, and only in such cases, call upon a tow company possessing equipment capable of doing such work. Contractor shall furnish to the DEPARTMENT the name of the company to be engaged for this purpose together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged for this purpose must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged for this purpose shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in above in Terms and Conditions Section, page 3, paragraph 11(e) of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged for this purpose shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.
K. CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.
L. CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.
M. CONTRACTOR, upon removing a wrecked or damaged vehicle from the roadway and/or highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.
N. CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.
O. CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days' notice, must abide by any ralevant amended ordinance:

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BIDDER SIGN HERE _____ **BIDDER**

president
TITLE

IMPOUND RATES (MAXIMUM ALLOWABLE)

Tow Rates

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

ii. Towing from a Contractor's premises to a County-owned storage facility
   a. Passenger cars, taxis and motorcycles $125.00
   b. Commercial vehicles $200.00

NO MILEAGE CHARGE IS PERMITTED

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

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president
TITLE

Storage Rates (other than County Storage Rates)

i.Storage for each 24-hour period or part thereof for the first seven days
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $30.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $35.00 per day

ii.Storage for each 24-hour period or part thereof for each day after the first seven days up to the 30th day
- a. Passenger cars, taxis and motorcycles ..... $25.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $35.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $40.00 per day

iii.Storage for each 24-hour period or part thereof for each day after the 30th day
- a. Passenger cars, taxis and motorcycles ..... $30.00 per day
- b. Commercial vehicles up to 30 feet in length ..... $40.00 per day
- c. Commercial vehicles exceeding 30 feet in length ..... $45.00 per day

iv.Storage in a County-owned storage facility for each 24-hour period or part thereof
- a. Passenger cars, taxis and motorcycles ..... $20.00 per day
- b. Commercial vehicles ..... $20.00 per day

County Storage Rate

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

NO OTHER ADDITIONAL CHARGES ARE PERMITTED

Brake Test

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

P. When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of Contractor, Contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated above in "Paragraph O". The DEPARTMENT will notify Contractor when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the Contractor and it shall be the responsibility of Contractor to proceed in accordance with NYS Lien Law to dispose of the vehicle and to obtain payment of its fees.

Contractor shall not charge (except as otherwise indicated in this paragraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided above in "Paragraph O", when the DEPARTMENT advises Contractor that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises Contractor that the County will be responsible for the applicable charges as follows. Upon release of the hold on the vehicle, County shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the County Storage Rate ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S notification that the hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly

Q. to the Contractor for purpose of obtaining payment of its fees in accordance with the provisions of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute, the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. Contractor shall be entitled to charge the vehicle's owner for any storage after the next business day after the DEPARTMENT'S notification that the hold has been removed beginning with the rate for the first seven (7) days.

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

S. Contractor shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. Contractor shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" which Contractor will sign to acknowledge (P.D.C.N. Form 94A). During the time Contractor is in possession of an impounded vehicle, Contractor shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. Contractor shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. However, CONTRACTOR will not take any action regarding any vehicle which is being held as evidence by the DEPARTMENT without first contacting DEPARTMENT and getting approval for said action in writing from an authorized member of the DEPARTMENT. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

T. Contractor shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. Contractor shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of any person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to Paragraph U below. Contractor will not permit access to any vehicle being held as evidence by the Department to any individual without written approval to do so by an authorized member of the Department.

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

V. Once each month, but not later than the 10th of the month, Contractor shall provide by e-mail a list of vehicles which they have on their premises to the email address designated by the Department. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in Contractor's waiving their right to any outstanding charges due for storage of said vehicles.

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

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

MINIMUM EQUIPMENT REQUIREMENT:

If the zone bid upon has an average number of impounds per month of twenty-five (25) or LESS, bidder must possess space for the storage of a minimum of twelve (12) vehicles and have a minimum of one (1) tow truck. The storage space must meet the specifications listed in Term and Conditions above.

If the zone bid upon has an average number of impounds per month of twenty-five (25) or MORE, bidder must possess space for the storage of a minimum of thirty (30) vehicles and have a minimum of two (2) tow trucks. The storage space must meet the specifications listed in the Terms and Conditions above

The minimum requirements to bid on Zone 23 (Heavy duty towing) are as follows: the minimum number of tow trucks required shall be – TWO (2) with such trucks having a capable of towing a vehicle with the gross vehicle weight of 10,001 pounds or more. The Nassau County Police Department will call upon the successful bidder for the zone which encompasses the entirety of Nassau County for the purpose of heavy duty towing to perform ALL the necessary work irrespective of which zone this work is located. Heavy duty towing shall mean towing any vehicle with a gross vehicle weight of 10,001 pounds or more.

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

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

Qualification statement must be completed and submitted with bid.

METHOD OF BIDDING: Bidders may bid on one or more zones as designated herein provided that the bidder owns or leases premises as described in the Terms and Conditions above in or adjacent to the zone bid, and as keyed on the map attached hereto and made part hereof. Moreover, a minimum number of required tow truck and storage spaces is required for each zone and is not to be deemed collective in nature.

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

CHANGES IN ANNUAL PAYMENT: Should the County approve an increase or decrease in the maximum allowable charges as set forth in Paragraph 0 above (Specifications/Scope of Services) , the annual fee will be increased by the average percentage increase in the passenger towing and first seven days storage (using a 50/50 weighting). The percentage increase will be applied to the current monthly billing amount on the first day of the month following County approval of the increase on the maximum.

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

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

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

SPECIAL NOTICE TO BIDDERS:

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

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

BIDDER SIGN HERE _____ President
BIDDER **TITLE**

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

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

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part hereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

NOTICE TO BIDDERS:

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

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

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BIDDER SIGN HERE _____ president
BIDDER TITLE

SPECIAL NOTICE TO BIDDERS

The bidders must submit copies of the following documents with their bid:

1. DMV Registration of tow vehicle(s).
2. Required Towing License(s).
3. Driver's License(s) of Operator(s).
4. Copy of Deed, or a Lease that covers the period of any contract that may be issued as a result of any award for this service.

Bidders must also be prepared to provide additional documents upon request, including but not limited to authorizations to conduct background investigations and site inspections.

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

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BIDDER SIGN HERE _____ BIDDER _____ president TITLE

In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in the Terms and Conditions and Specifications/Scope of Services above, and be prepared to show the Inspection Team the following:

1. The required Towing Vehicles.
2. The required fenced, secured and lighted premises.

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

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

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DEPARTMENT

ATTN: Kara Guy
EMAIL: Kguy@pdcn.org

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

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

COUNTY TOW ZONES

For the purpose of towing and/or storage of vehicles, the territory within the County of Nassau has been divided into twenty-three (23) zones. For each zone a competent and responsible garage owner will be selected and designated the County Franchise Tow and Impound Garage Contractor for that zone whereby such Contractor will be the exclusive franchisee and have the exclusive right to tow and store vehicles on behalf of the Department within the specified geographic zone. Each Contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage as specified in "Minimum Equipment Requirements Section" above, page 29 and be able to provide such services on a twenty-four (24) hour-a-day, seven (7) day a week basis. Each Contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed above in "Paragraph O"

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

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

ZONE 1

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

ZONE 4

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

ZONES 1 and 4 BID OFFER $ 5000.00 ANNUALLY

NOTE: ZONES 2 & 5 MUST BE BID AS A UNIT.

ZONE 2

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

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

BIDDER SIGN HERE _____ president
BIDDER **TITLE**

ZONE 5

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

ZONES 2 and 5 BID OFFER $ 3000.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Valley Road (New Hyde Park Road), then southerly along the eastern extremity of Valley Road (New Hyde Park Road) to the northern extremity of the westbound Long Island Expressway service road, then westerly along the northern extremity of the westbound Long Island Expressway service road to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3 BID OFFER $ 3000.00 ANNUALLY

ZONE 6

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

ZONE 6 BID OFFER $ 6000.00 ANNUALLY

ZONE 7

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

ZONE 7 BID OFFER $ 10,000.00 ANNUALLY

ZONE 8

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

ZONE 8 BID OFFER $ 3100.00 ANNUALLY

ZONE 9

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BIDDER SIGN HERE _____ **BIDDER** president **TITLE**

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

ZONE 9 BID OFFER $ 5001.00 ANNUALLY

ZONE 10

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

ZONE 10 BID OFFER $ 37,000.00 ANNUALLY

ZONE 11

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

ZONE 11 BID OFFER $ 41,000.00 ANNUALLY

ZONE 12

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

ZONE 12 BID OFFER $ 16,000.00 ANNUALLY

ZONE 13

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

ZONE 13 BID OFFER $ 7000.00 ANNUALLY

ZONE 14

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BIDDER SIGN HERE _____ president
BIDDER **TITLE**

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

ZONE 14 BID OFFER $ 28,101.00 ANNUALLY

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and the northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue to Freeport Bay, then following an imaginary line south which intersects Freeport Bay, Baldwin Bay, Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel, East Rockaway Channel, the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly to the point of beginning.

ZONE 15 BID OFFER $ 17,101.00 ANNUALLY

ZONE 16

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

ZONE 16 BID OFFER $ 28,801.00 ANNUALLY

ZONE 17

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

ZONE 17 BID OFFER $ 23,101.00 ANNUALLY

ZONE 18

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

ZONE 18 BID OFFER $ 21,001.00 ANNUALLY

ZONE 19

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BIDDER SIGN HERE _____ president
BIDDER **TITLE**

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) through East Rockaway Channel to Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel then northwesterly through the imaginary line drawn from Woodmere Boulevard to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 34,200.00 ANNUALLY

ZONE 20

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

ZONE 20 BID OFFER $ 18,455.00 ANNUALLY

ZONE 21

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

ZONE 21 BID OFFER $ 22,000.00 ANNUALLY

ZONE 22

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

ZONE 22 BID OFFER $ 15,000.00 ANNUALLY

ZONE 23

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

ZONE 23 BID OFFER $ 41,101.00 ANNUALLY

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BIDDER **TITLE**

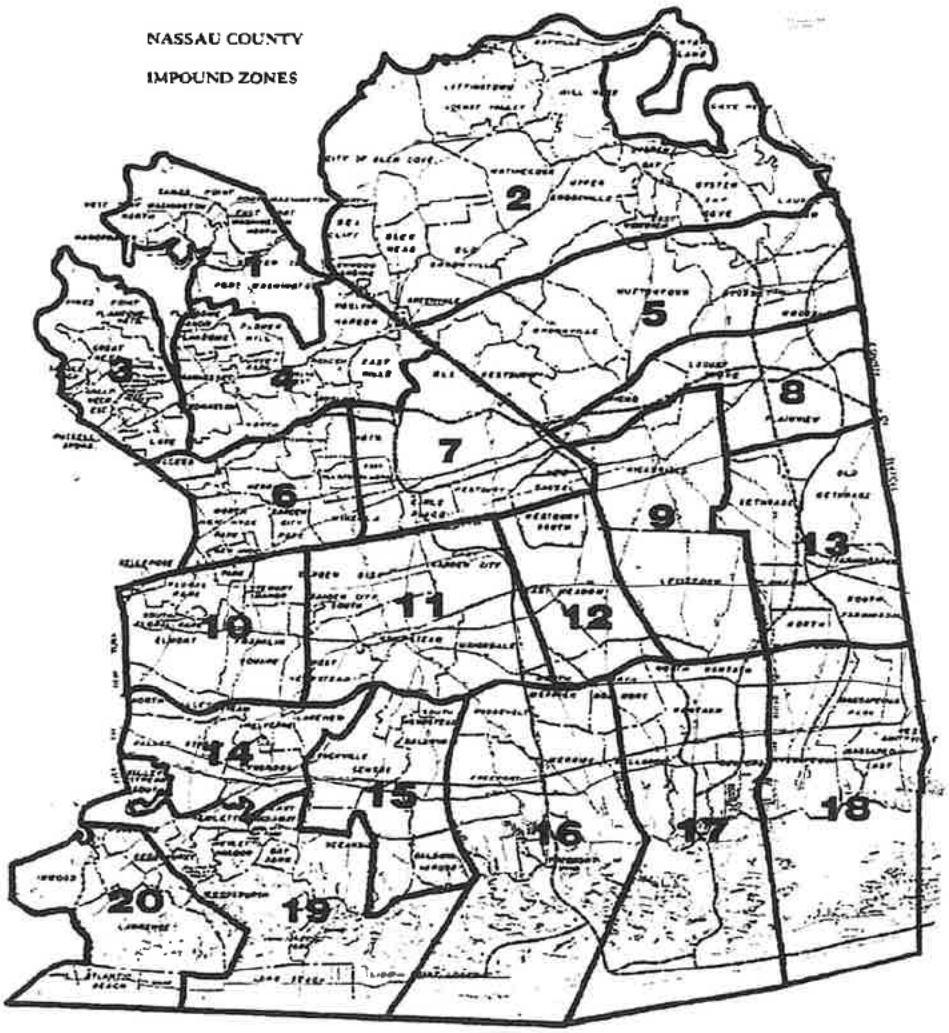
2022	
ZONE	TOTAL IMPOUNDS
1	1
2	18
3	25
4	53
5	64
6	97
7	126
8	19
9	174
10	276
11	392
12	110
13	106
14	159
15	147
16	124
17	175
18	145
19	129
20	140
21	36
22	6
23	11

2023	
ZONE	TOTAL IMPOUNDS
1	1
2	21
3	37
4	64
5	62
6	155
7	162
8	20
9	184
10	383
11	434
12	88
13	99
14	176
15	112
16	88
17	30
18	170
19	254
20	123
21	52
22	2
23	18

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BIDDER SIGN HERE _____ BIDDER

president TITLE



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BIDDER SIGN HERE _____ president
BIDDER TITLE

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 23rd day of May, 2025 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and All County Towing ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

96890-06115-120

WHEREAS, County and Contractor have entered into Nassau County contract number _____, for county tow and impounds ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.
(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
  (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
  (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
  (ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;
(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a

third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

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

BIDDER SIGN HERE _____ president
BIDDER TITLE

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: All County Towing

By: _____
Name: JOSEPH CALVASHO
Title: president
Date: 5/23/2025

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Confidentiality Agreement
(If applicable)

I Joseph Calvagno (insert name), am a (please circle one) subcontractor / agent / employee / director / (officer) / other _____ of the Contractor All County Towing (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to cybersecurity consulting services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.



(Individual's Signature)

JOSEPH CALVAGNO
(Individual's Printed Name)

All County Towing
(Entity for which Individual is an employee or agent)

5/23/2025
(Date)

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

BIDDER SIGN HERE _____ **BIDDER** president **TITLE**

License
72

Expires
June 30, 2025

Town of Hempstead

2024/2025 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD
REGULATING THE OPERATION OF TOW CARS

This is to certify that ALL COUNTY TOWING & RECOVERY

of ISLAND PARK, N.Y. having filed an application pursuant to, and compiled with, the provisions of the above Chapter 183 of the Town of Hempstead Code, is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

Dated 5/19/2025 Number of Vehicles licensed 5 Fee Paid $450.00

The following Town of Hempstead license numbers have been issued to the above named owner:

134, 135, 136, 137, 138

By: Kate Murray
Kate Murray
Town Clerk

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 11/30/26

FACILITY IDENTIFICATION NO. 7107374 IVC

Validation Date and Number: 10/02/24 12242

This person is REGISTERED AS AN ITINERANT VEHICLE COLLECTOR pursuant to the provisions of the Vehicle and Traffic Law.

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

1P (11/95)

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

THIS CERTIFICATE EXPIRES 11/30/26

FACILITY IDENTIFICATION NO. 7107374 RS

Validation Date and Number: 10/02/24 12241

This person is REGISTERED AS A REPAIR SHOP

pursuant to the provisions of the Vehicle and Traffic Law.

ALL COUNTY HOOK UP TOWING INC
66 E MERRICK RD
FREEPORT NY 11520

This document does not certify that this business complies with zoning and other local laws

POST IN A CONSPICUOUS PLACE

1P (11/95)

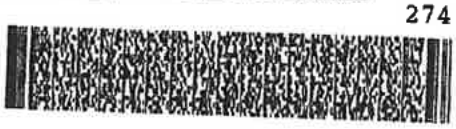
VEHICLE #	YEAR	MAKE	MODEL	VIN	CITY	STATE	ZIP CODE	LICENSE PLATE #
38	2014	Ford	Econoline	1FDWE3FL1EDA91175	Freeport	NY	11520	16382ML
39	2018	Hino	258/268	5PVNJ8JP0J4S52046	Freeport	NY	11520	25113TT
47	2019	Ford	F550 Wrecker	1FD0W5HT4KEE59057	Freeport	NY	11520	19655TT
49	2021	Hino	258	5PVNJ8ANXM5T50059	Freeport	NY	11520	15698TV
50	2020	Ford	F550 Wrecker	1FD0X5HT8LED70364	Freeport	NY	11520	21786TT
51	2022	Freightliner	M2	1FVACWFC2NHNF3564	Freeport	NY	11520	13765TV
59	2007	International	430	1HTMMAAL97H435702	Island Park	NY	11558	14257TV
60	2025	Freightliner	M2	1FVACWFC6SHVU4804	Freeport	NY	11520	17688TV
61	2024	Hino	L6	5PVNJ7BTXR5T50061	Freeport	NY	11520	17695TV
HB1	2024	Western Star	47X	5KKMBPDV9RLUP2332	Freeport	NY	11520	16517TV
HR1	2019	Kenworth	Construction T880	1NKZL40X7KJ259356	Island Park	NY	11520	27057TT
HR2	2020	Kenworth	Construction T880	1NKZX4TX1LJ403243	Freeport	NY	11520	23567TT
Landoll	2015	Landoll		1LH440VHXF1021542	Freeport	NY	11520	BD93206
Lowboy	2021	Landoll	855F	1LH855WJ6M1F29424	Freeport	NY	11520	CA83332
T1	2017	Kenworth	Construction T880	1XKZD40X2HJ166675	Freeport	NY	11520	55919PC
T2	2022	Western Star	4900SB	5KJNALD10NPNH2951	Freeport	NY	11520	14995BR

Keep this document to show to the police and courts.

MV-890CR (8/11) NEW YORK STATE REGISTRATION DOCUMENT

#38

G COM
16382ML
2014 FORD NONTRANSFERABLE
VAN WH 1FDWE3FL1EDA91175
10000 G 8 I0302979 NOV 08 2023
Wt Series Fuel Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC *NYMA*
66 EAST MERRICK RD 72.00
FREEPORT NY 11520 ASSESSMENT
AMT PAID (INCL ADD'L FEE)
809023EJ VOID IF ALTERED EXCEPT FOR ADDRESS
274.00



Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

G TOW 39
25113TT
2018 HINO NONTRANSFERABLE
TOW WH 5PVNJ8JP0J4S52046
25500 D 6 I1256762 DEC 19 2024
Wt/Seats Fuel/Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 EAST MERRICK RD 151.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270151EP VOID IF ALTERED EXCEPT FOR ADDRESS 216.75

Keep this document to show to the police and courts

AV-4800R (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

G TOW 47
19655TT
2019 FORD NONTRANSFERABLE
TOW WH 1FD0W5HT4KEE59057
19500 D 8 I1256874 DEC 19 2024
Wt/Seats Fuel/Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 E MERRICK RD 116.00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270150EP VOID IF ALTERED EXCEPT FOR ADDRESS 181.00



Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

#19

X TOW
15698TV
2021 HINO NONTRANSFERABLE
TOW WH 5PVNJ8ANXM5T50059
25500 D 6 I8112235 SEP 19 2024
Wt Scale Fuel Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 10/31/25
TOWING INC >DEMA<
66 E MERRICK RD 151.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
312065EN VOID IF ALTERED EXCEPT FOR ADDRESS
216.75



Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

50

G TOW
21786TT
2020 FORD NONTRANSFERABLE
TOW WH 1FD0X5HT8LED70364
18000 D 8 I6403729 JUL 11 2024
Wt/Seats Fuel/Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 08/31/26
TOWING INC >DEMA<
66 E MERRICK RD 107.00
FREEPORT NY 11520 ANNUAL CHG
AMT PAID INCL ADD CHG
466778EM VOID IF ALTERED EXCEPT FOR ADDRESS
344.00

Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

51

X TOW
13765TV
2022 FREIG NONTRANSFERABLE
TOW WH 1FVACWFC2NHNF3564
26000 D 6 I1256672 DEC 19 2024
Wt/Seats Fuel/Cyl WEB WEBCDA
ALL COUNTY HOOKUP Expires 12/31/25
TOWING INC >DEMA<
66 EAST MERRICK ROAD 154.75
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD CHG)
270152EP VOID IF ALTERED EXCEPT FOR ADDRESS 219.75

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

X TOW
17688TV
2025 FREIG NONTRANSFERABLE
TOW WH 1FVACWFC6SHVU4804
026000 D 6 JH283729 DEC 17 2024
Wt/Seats Fuel/Cyl WSC NSBA74
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 154.75
FREEPORT NY 11520

ANNUAL CHG AMT PAID (INCL ADD CHG)

JH283729 VOID IF ALTERED EXCEPT FOR ADDRESS 301.00



Keep this document to show to the police and courts.

MV-82TR (4/21) NEW YORK STATE REGISTRATION DOCUMENT

61

X TOW
17695TV
2024 HINO NONTRANSFERABLE
TOW WH 5PVNJ7BTXR5T50061
025950 D 6 JH709803 JAN 27 2025
Wt/Seats Fuel/Cyl DBA NSBA6E
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
66 E MERRICK RD 154.75
FREEPORT NY 11520

ANNUAL CHG

JH709803 VOID IF ALTERED EXCEPT FOR ADDRESS 9956.75

Keep this document to show to the police and courts.

MV-82CR (9/21) **NEW YORK STATE REGISTRATION DOCUMENT**

HB1

X TOW
16517TV
2024 WE/ST NONTRANSFERABLE
TOW WH 5KKMBPDV9RLUP2332
65000 D 6 RSMH0031 NOV 01 2024
Wt Scale Fuel Cyl SMH UTD746
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 386.50
FREEPORT NY 11520 ANNUAL CHG
AMT PAID (INCL ADD'L CHG)
796318EN VOID IF ALTERED EXCEPT FOR ADDRESS
451.50



Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

G TOW HR 2
23567TT
2020 KENWO NONTRANSFERABLE
TOW WH/GR 1NKZX4TX1LJ403243
80000 D 6 RSMH0030 NOV 01 2024
SMH UTD746
ALL COUNTY HOOK UP Expires 12/31/25
TOWING INC >DEMA<
66 E MERRICK RD 475.75
FREEPORT NY 11520 ANNUAL FEE
796319EN VOID IF ALTERED EXCEPT FOR ADDRESS
540.75

MV-639PS (4/22) NEW YORK STATE REGISTRATION DOCUMENT

G SEN
BD93206
2016 LANDO
SENI BK
17100
WEIGHT FUEL/CYL

Landall

NONTRANSFERABLE
1LH440VHXF1021542
I1256585 DEC 19 2024
WEB WEBCDA

Expires
12/31/25

ALL COUNTY HOOK UP
TOWING INC
66 E MERRICK RD
FREEPORT, NY 11520

$63.75
ANNUAL CHG
Amt. paid (Incl. add chg)
$28.75

25588787 VOID IF ALTERED EXCEPT FOR ADDRESS

MV-899S (4/22) NEW YORK STATE REGISTRATION DOCUMENT

Landoy

X TRL
CA83332
2021 LANDO
TRLR BK
135000
WT/AXLES FUEL/CYL

NONTRANSFERABLE
1LH855WJ6N1F29424
I1256630 DEC 19 2024
WEB WEBCDA

Expires
12/31/25

ALL COUNTY HOOK UP
TOWING INC
68 E MERRICK RD
FREEPORT, NY 11520

$1,480.25
ANNUAL CHG
Amt. paid (Incl. add'l chg)
$1,480.25

25588788 VOID IF ALTERED EXCEPT FOR AUTHORIZED

T1

1652602A

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

CAB CARD INFORMATION		
EFFECTIVE DATE : 10/01/2024	EXPIRES : 09/30/2025	PLATE # : 55619PC/IRP

THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES. VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

REGISTRANT INFORMATION

ALL;COUNTY;HOOK;UP;T OWING;INC

66 E MERRICK RD
FREEPORT, NY 11520

Account # : 1004570

Fleet #: 002

VEHICLE INFORMATION		
VIN : 1XKZD40X2HJ166575	YEAR : 2017	MAKE : KENWO
UNIT # : 35	BODY STYLE : TRAC	COLOR : WH
FUEL : DIESEL FUEL	SEATS : 0	AXLES : 3
UNLADEN WEIGHT : 18472	MAX GROSS WEIGHT : 108000	INSPECTION : >DEMA<
HVUT : TAX PAID		

FEES		
PLATE : $0.00	NY REG FEES : $1,166.55	CREDIT APPLIED : $0.00
CAB CARD : $2.50	OTHER JURIS FEES : $152.72	TOTAL FEES : $1360.77
	NYS COUNTY USE TAX FEES : $40.00	

JURISDICTION INFORMATION

This vehicle has been proportionally registered between New York State and the jurisdictions shown below.

Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight	Juris	Weight
NY	108000lb	AL	080000lb	AR	080000lb	AZ	080000lb	CA	080000lb	CO	080000lb	CT	080000lb		
DC	080000lb	DE	080000lb	FL	080000lb	GA	080000lb	IA	080000lb	ID	080000lb	IL	080000lb		
IN	080000lb	KS	080000lb	KY	080000lb	LA	080000lb	MA	080000lb	MD	080000lb	ME	080000lb		
MI	080000lb	MN	080000lb	MO	080000lb	MS	080000lb	MT	080000lb	NC	080000lb	ND	080000lb		
NE	080000lb	NH	080000lb	NJ	080000lb	NM	080000lb	NV	080000lb	OH	080000lb	OK	080000lb		
OR	080000lb	PA	080000lb	RI	080000lb	SC	080000lb	SD	080000lb	TN	080000lb	TX	080000lb		
UT	080000lb	VA	080000lb	VT	080000lb	WA	080000lb	WI	080000lb	WV	080000lb	WY	080000lb		
AB	036287kg	BC	036287kg	MB	036287kg	NB	036287kg	NL	036287kg	NS	036287kg	ON	036287kg		
PE	036287kg	QC	006 axles	SK	036287kg	**	******	**	******	**	******	**	******		
**	******	**	******												

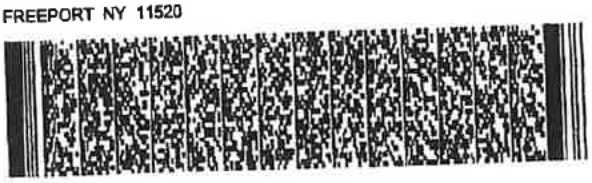
Safety USDOT Number: 001303779

MOTOR CARRIER RESPONSIBLE FOR SAFETY

ALL COUNTY HOOK UP TOWING INC

66 EAST MERRICK RD

FREEPORT NY 11520



Keep this document to show to the police and courts.

MV-60TR (NEW) NEW YORK STATE REGISTRATION DOCUMENT

X TRC
14995BR HVT PD
2022 WE/ST NONTRANSFERABLE
TRAC GR 5KJNALD10NPNH2951
080000 D 6 JJ437885 MAR 24 2025
Wt/Seats Fuel/Cyl ASC HRS4D6
ALL COUNTY HOOK UP Expires 03/31/26
TOWING INC >DEMA<
66 EAST MERRICK RD 1247.25
FREEPORT NY 11520

ANNUAL CHG AMT PAID (INCL ADD CHG)

JJ437885 VOID IF ALTERED EXCEPT FOR ADDRESS 1337.25

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

59

X TOW
14257TV
2007 INTER NONTRANSFERABLE
TOW RD 1HTMMAAL97H435702
25500 D 6 I4935273 MAY 22 2024
Wt Stats Fuel Cyl
WEB WEBCDA
ALL COUNTY HOOK UP Expires 06/30/25
TOWING INC >DEMA<
4370 AUSTIN BLVD 151.75
ISLAND PARK NY 11558 ANNUAL CHG
725579EL VOID IF ALTERED EXCEPT FOR ADDRESS
ALL PAID INCL ADD CHG
216.75

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

G TOW HR.1
27057TT
2019 KENWO NONTRANSFERABLE
TOW WH 1NKZL40X7KJ259356
59000 Wt Scale D Fuel Cyl 6 RDJH0078 DEC 13 2024
DJH UTD5A4
ALL COUNTY HOOK UP Expires 01/31/26
TOWING INC >DEMA<
4370 AUSTIN BLVD 351.00
ISLAND PARK NY 11558 ANNUAL FEE
NET PAID (INCL ADD CHG)
215151EP VOID IF ALTERED EXCEPT FOR ADDRESS 416.00



THIS INDENTURE, made [illegible] 2017

BETWEEN

HARRY G. OGDEN JR.
90 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the first part

and

90 MANAGEMENT INC.
90 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the second part

WITNESSETH, that the party of the first part, in consideration of [illegible]

party of the second part, does hereby grant and release unto the party of the second part, [illegible]

ALL [illegible]

SEC: 67
BLOCK: A
LOT: 136

"Being the same premises conveyed to grantor by deed dated August 18, 1977 and recorded on September 2, 1977 in Liber 9060 CP 912".

Premises also known as 90 East Merrick Road, Baldwin, New York.

TOGETHER with [illegible]

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except [illegible]

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[illegible]

HARRY G. OGDEN JR.

METROPOLITAN ABSTRACT CORPORATION

Title Number: N348337

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, known as parts of Lots 6, 7, 8, 9 and 10 as shown on "Amended Map of Property of James Hanse," and filed in the Office of the Clerk of the County of Nassau on September 17, 1912, as Map No. 158, Case No. 1470, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East Merrick Road, as said road has been widened, distant 60.16 feet Westerly from the corner formed by the intersection of the southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE South 06 degrees 55 minutes 00 seconds West, 128.47 feet;

THENCE North 83 degrees 05 minutes 00 seconds West, 100.00 feet;

THENCE North 06 degrees 55 minutes 00 seconds East, 130.43 feet to the said southerly side of East Merrick Road;

THENCE along the southerly side of East Merrick Road, as widened, South 82 degrees 54 minutes 10 seconds East, 79.32 feet;

THENCE still along the southerly side of East Merrick Road, as widened, along the arc of a curve having a radius of 1,490.86 feet in an easterly direction, 20.71 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

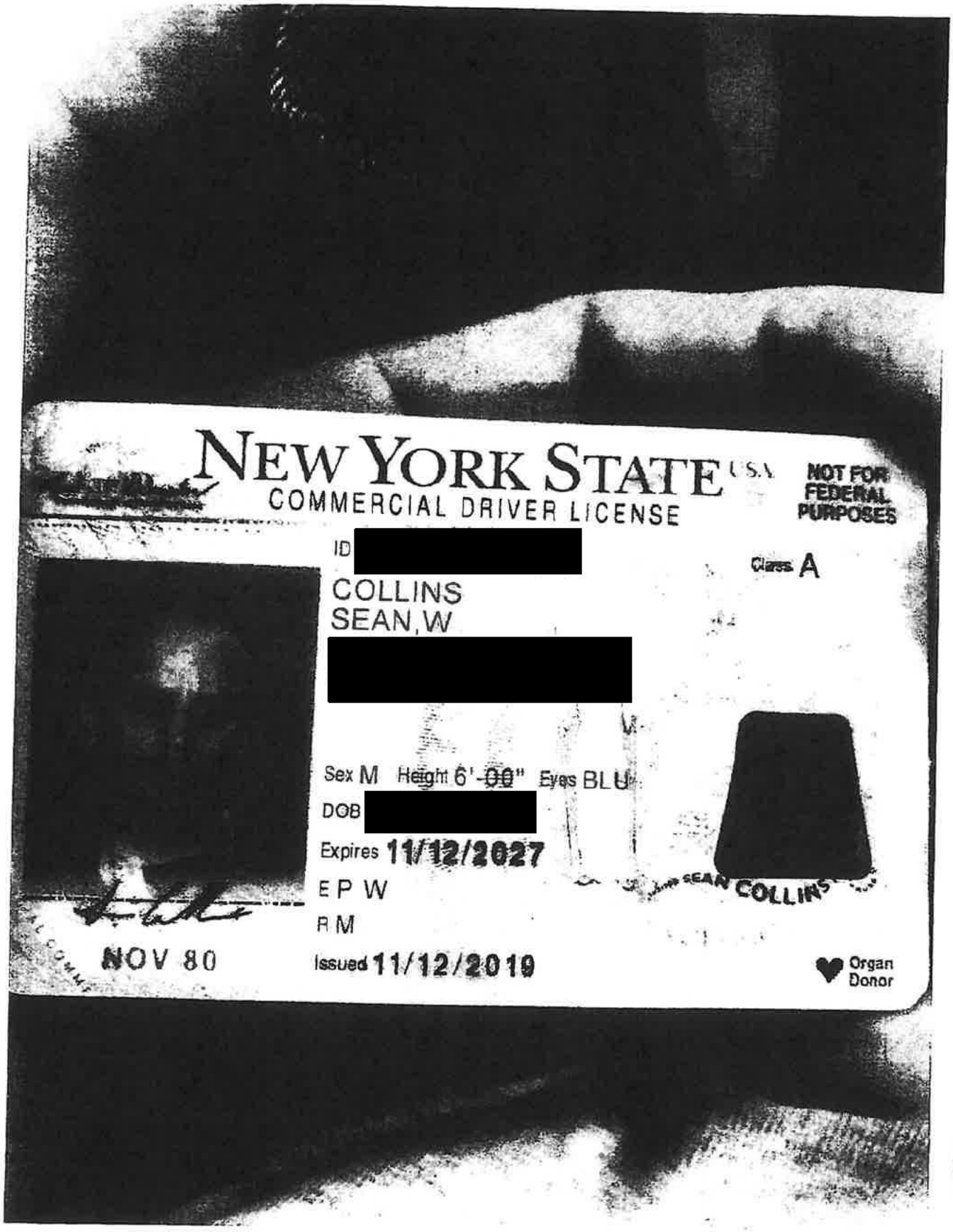
TOGETHER with all the right, title and interest of the party in the first part, or, in and to the land lying in the street in front of and adjoining said premises.

Paul A. Wenzel
Notary Public, State of New York
No. 01WE6115627
Qualified in Nassau County
Commission Expires Sept. 7, 20[illegible]

Bargain and Sale Deed

Distributed By
Chicago Title Insurance Company


NEW YORK STATE
USA
COMMERCIAL DRIVER LICENSE
ENHANCED
ID [redacted]
Class AM
CALVAGNO
JOSEPH,PAUL
[redacted]
Sex M Height 5'-06" Eyes BRO
DOB [redacted]
Expires 04/29/2026
F W
R NONE
Issued 05/04/2018



NEW YORK STATE U.S.A.

COMMERCIAL DRIVER LICENSE

NOT FOR FEDERAL PURPOSES

ID [redacted]

Class A

COLLINS
SEAN,W
[redacted]

Sex M Height 6'-00" Eyes BLU

DOB [redacted]

Expires 11/12/2027

E P W

R M

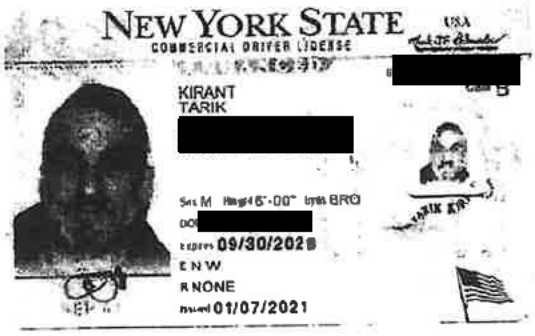
NOV 80

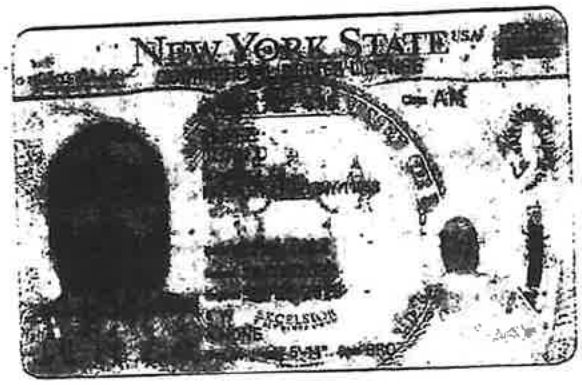
Issued 11/12/2019

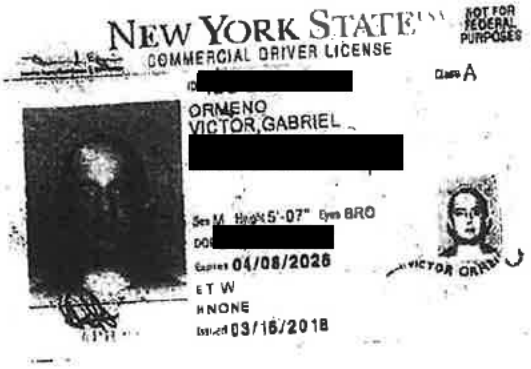
Organ Donor

SEAN COLLINS


NEW YORK STATE USA
DRIVER LICENSE
ID [redacted]
Class C
CREWS
DAVID EARL JR
[redacted]
Sex M
BRO
DOB [redacted]
Expires 03/09/2028
EW
RW
Issued 02/24/2020


NEW YORK STATE
USA
COMMERCIAL DRIVER LICENSE
KIRANT
TARIK
[redacted]
Sex M Height 6'-00" Eyes BRO
DOB [redacted]
Expires 09/30/2028
CLASS B
ENDORSEMENTS NONE
Issued 01/07/2021


NEW YORK STATE USA


NEW YORK STATE
COMMERCIAL DRIVER LICENSE
NOT FOR FEDERAL PURPOSES
Class A
ORMENO
VICTOR,GABRIEL
Sex M Height 5'-07" Eyes BRO
Expires 04/08/2026
CLASS E T W
ENDORSEMENTS NONE
Issued 03/16/2018
VICTOR ORMENO


NEW YORK STATE
DRIVER LICENSE
CM
[redacted]
W
NONE
JUN 03


NEW YORK STATE
USA
DRIVER LICENSE
RIVERA-BARRIENTOS
CARLOS JUNIOR
[redacted]
Class C
[redacted]
Exp 02/07/2029
Iss 02/10/2021

NYS Department of Motor Vehicles

INTERIM PERMIT
609315031

PE840838 DEC 06 2021
CLF Fee 12.50 BY5B39

Original Issuance Date 12/06/21

NYS Department of Motor Vehicles

INTERIM PERMIT
609315031

Class B Restrictions A3*B
Endorsements NONE
Permit valid on 06/ 4/22
Learner's Permit Date NONE
Driver License expires on 02/04/22
RIVERA-BARRIENTOS
CARLOS JUNIOR
[redacted]

(FOLD ALONG THIS LINE)

Not for Federal Purposes

Please retain this document until you receive your DMV Document
(VS-1 (10/15)) PART 2

THIS INDENTURE, made the [illegible] day of March, year 2015

BETWEEN

HARRY G. OGDEN JR.
66 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the first part

AND MANAGEMENT INC
66 EAST MERRICK ROAD
FREEPORT, NEW YORK

Party of the second part

WITNESSETH, that the party of the first part, in consideration of [illegible] Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, [illegible]

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the [illegible]

SEC: 52 BLOCK: A LOT: 136

Being the same premises conveyed to grantor by deed dated August 18, 1977 and recorded on September 2, 1977 in Liber 9808 Page 12.

Premises also known as 66 East Merrick Road, Baldwin, New York.

[illegible]

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER AND SUBJECT to [illegible] party of the first part of, in and to any [illegible] party of the second part [illegible]

And the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as [illegible]

And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

HARRY G. OGDEN JR.

METROPOLITAN ABSTRACT CORPORATION

Title Number: N348337

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York, known as parts of Lots 6, 7, 8, 9 and 19 as shown on "Amended Map of Property of James Hanse," and filed in the Office of the Clerk of the County of Nassau on September 17, 1912, as Map No. 158, Case No. 1470, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of East Merrick Road, as said road has been widened, distant 60 feet Westerly from the corner formed by the intersection of the southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE South 06 degrees 55 minutes 00 seconds West, 125.47 feet;

THENCE North 83 degrees 05 minutes 00 seconds West, 10° 00 feet;

THENCE North 06 degrees 55 minutes 00 seconds East, 130.45 feet to the said southerly side of East Merrick Road;

THENCE along the southerly side of East Merrick Road, as widened, South 82 degrees 54 minutes 10 seconds East, 24.82 feet;

THENCE still along the southerly side of East Merrick Road, as widened, along the arc of a curve having a radius of 1,490.86 feet in an easterly direction, 10.7' feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, or, in and to the land lying in the street in front of and adjoining said premises.

Paul A. Wenzel
Notary Public, State of New York
No. 01WE5115621
Qualified in Nassau County
Commission Expires Sept. 7, 20

Bargain and Sale Deed

Distributed By
Chicago Title Insurance Company

LEASE

Lease made this January 1, 2015, between 740-748 Hicks Street Corp., with offices at 2690 National Drive, Brooklyn, New York, (hereinafter the "Lessor"), and All County ~~Auto Body~~ Hank Up Towing Inc., a New York _____(specify entity type), with offices at 4370-4378 Austin Blvd., Island Park, New York, (hereinafter the "Lessee").

WITNESSETH

The Lessor hereby lets to the Lessee, and the Lessee hereby hires and takes from the Lessor, a portion of the that certain plot or parcel of land, known as 4370-4378 Austin Blvd., Island Park, New York, see survey copy attached hereto and made apart hereof.

SUBJECT, HOWEVER, TO:

Any state of facts which an accurate survey and inspection might show.

Building restrictions and regulations and any amendments and supplements thereto, and zoning ordinances, if any.

Any conditions of the premises on the date hereof, if any, as constitute violations of law, ordinances, orders or requirements of any Federal, State, County or Municipal Department or authority having jurisdiction.

All restrictions, rules, regulations, ordinances and statutes of any and all Federal, State and Municipal authorities having jurisdiction and amendments and additions thereto.

All mortgages, easements and agreements of record as same exists as of the commencement of the Lessee's possession of the premises, (under prior agreement).

The condition and state of repair of the premises as the same exist as the same may be as of the commencement of the Lessee's possession of the premises, (which is prior to the date hereof).

other governmental charge as shall for any period of time within the term of this lease but not for any period before or after said term, be laid, levied, assessed or imposed, upon or become due and payable upon the said demised premises or any part thereof, by virtue of any present, or any future law, order or ordinance of the United States of America, State of New York, County of Nassua, or Town of Island Park, or of any department, officer or bureau thereof. All of the said increases in the annual real estate taxes shall be paid by the Lessee to the Lessor in equal monthly installments in advance on the first day of each and every month during the term of this lease, it being agreed that in the event that any such tax shall not have been fixed in time to compute or ascertain the exact amount of monthly payment therefore which shall be due thereunder on the first day of any month, the amount of such payment shall be computed and paid on the basis of the amount fixed for the next preceding tax and an adjustment of all such payments shall be made as soon thereafter as the exact amounts shall have become fixed and ascertainable. All of the said charges for water, water meter charges, assessments, water rents, sewer rents and other payments in this paragraph mentioned shall be paid by Lessee before the same respectively become delinquent. All annual taxes and water rents and other charges above mentioned shall be apportioned for the first and last years of the terms of this lease, so that the Lessee shall be obliged to pay only such proportion thereof in each of said years as the number of months covered by the term of this lease in said respective years bears to the total number of months for which such taxes and water charges were levied.

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All monies paid by Lessee to Lessor hereunder for or on account of real estate taxes shall, to the extent paid constitute an acquittance of

Lessee's obligations to pay such amounts of the taxes as have been paid, and are due to be paid as part of Lessee's obligations hereunder to pay such taxes, and Lessor shall be obligated to use and apply all such monies so paid by Lessee to the extent so required in payment of said taxes, promptly when the same become due and payable. If Lessor shall fail for any reason to use and apply such monies paid to Lessor by Lessee in payment on account of said taxes promptly when due, Lessee may, at its option, pay such taxes and any interest penalties and any charges in connection therewith and take credit for the full amounts so paid by Lessee against the next succeeding installment or installments of rent due hereunder until Lessee is thus fully reimbursed for all such tax payments.

2. **RENT** The Lessee hereby covenants to pay and shall pay to the Lessor at the times and in the manner herein provided the rent consisting of the fixed rent and any additional rent as may be due hereunder during the demised term.

3. **POSSESSION** The parties hereby acknowledge that the Lessee is in possession of the demised premises. Such occupancy shall be under all the terms, covenants and conditions of this lease, including the liability for additional rent. The parties acknowledge that they are both previously obliged to each other, pursuant to a Possession Agreement between the parties, that expired December 31, 2014. As per such agreement, the Seller, who is the Lessee hereunder, had his Attorney hold Ten Thousand ($10,000.00) dollars, to ensure the release of possesssion. Said sum shall, upon the signing hereof, and the payment of sums certain, payable as per the terms hereof, shall be released to the Lessee. Upon the signing hereof and the release of the $10,000.00 dollars held for possession, to the Lessee, the Lessee shall pay all items of rent due hereunder, and all items of security due hereunder to the date of signing hereof.

4. **PREMISES LEASED "AS IS"/INDEMNIFICATION** Lessee has leased the premises after an examination thereof and, except as herein expressly provided, without any representation on the part of Lessor. The building now standing on the demised land is

with the premises as a part thereof at the termination of this Lease except Lessee shall have the right to remove all non-affixed office and business machines, equipment and trade fixtures, customarily used in its business.

(c) Lessee, at its sole cost and expense, shall obtain all necessary governmental permits and certificates required for the improvements and/or alteration, and shall cause the improvements and/or alterations, and shall cause the improvements and/or alterations to be constructed or installed in compliance therewith and with all applicable laws and requirements of public authorities. Lessee, at its sole cost and expense, shall carry, or cause to be carried, Workmen's Compensation Insurance, in the statutory limits, as well as such other insurance as shall be required by law or the terms of this Lease.

(d) Lessee agrees to obtain and deliver to Lessor, written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located, for all work, labor and services to be performed and materials to be furnished in connection with such work. Notwithstanding the foregoing, if any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to Lessee, whether or not done pursuant to this Article, the same shall be discharged by Lessee within thirty (30) days thereafter, at Lessee's expense, by filing the bond required by law. Lessee covenants and agrees that the improvements and/or alterations will be complete in accordance with the approved plans and specifications and the provisions of the lease free and clear of all mechanics liens and all other liens or charges arising out of such improvements and/or alterations, but the foregoing shall not prohibit financing statements and other similar security instruments from being filed as security for the purchase of Lessee's trade fixtures.

7. LESSEE TO COMPLY WITH LAWS Lessee shall promptly comply with all present and future laws ordinances, rules, orders, regulations, requirements and directions, of every nature and kind whatsoever, of the Federal, State and Municipal Governments, and

local government authorities, or Public Authorities and of all their departments, bureaus, subdivisions, applicable to and affecting said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directions of the Board of Fire Underwriters or similar authority and/or any other board or organization exercising similar functions with respect to the demised premises, including the building thereon, and the sidewalks in front thereof, or vaults or [passageways appurtenant thereto, whether or not such laws, ordinances, rules regulations or requirements relate to changes or requirements in, to or as the result of the use or occupation thereof, and of any insurance companies which have issued or are about to issue policies of insurances covering the said premises and its contents, for the prevention of fire and other casualty, damage or injury. Lessee shall make any and all improvements thereon, or alterations thereto, whether or not within the contemplation of the parties, that may be required by any such present or future law, rule, requirement, order, directive, ordinance or regulation, at Lessee's sole cost and expense. Should Lessor suffer any cost, expense, penalty, fine, fee, etc., associated with the violation, even temporarily, of any such law, ordinance, rule, regulation, requirement, order or directive, the lessor shall be entitled to charge said amount to the lessee, as additional rent hereunder. Tenant's failure to pay such additional rent shall constitute a default hereunder.

8. LESSEE TO REPAIR The Lessee shall take good care of the demised premises and of the building thereon, both inside and outside and put, and keep and maintain the same and all parts thereof, including without limitation on the generality thereof, the roof, foundations, and appurtenances thereto, together with any and all alterations, additions and improvements therein or thereto, in good order and clean and attractive condition, suffering and permitting no waste, nuisance or injury, and shall at the Lessee's expense promptly make all needed repairs and replacements, structural or otherwise, in and to any buildings or structures (including foundations) or equipment now or hereafter erected upon the demised premises, including vaults, sidewalks, curbs, water and sewer gas connections, pipes and mains, and all other fixtures, machinery and

equipment now or hereafter belonging to or connected with the said premises or used in their operation. Lessee expressly covenants and agrees that the kitchen and all equipment in connection therewith shall be operated, maintained and conducted in accordance with all rules, ordinances, regulations and directions of any departments, agencies, bureaus having jurisdiction thereof. Said kitchen shall be equipped by Lessee and operated and maintained by Lessee in good working order and condition at all times during the terms of this lease.

The Lessee shall keep the sidewalk and curb adjoining the demised premises clean and free of snow, ice and rubbish, the removal of all such items to take place in a timely manner and fashion. The undertaking of all repairs shall be subject to the terms, conditions and procedures as set forth in Article 6, "Improvements and Alterations", to the same extent as if they were set forth herein.

Any violations issued on the premises, or to the lessor, for improper removal of snow, ice or refuse, or improper upkeep of the premises, building or appurtenant areas, shall be the responsibility of the lessee to remove same of record, at lessee's sole cost and expense.

9. **INSURANCE** Lessee, at its sole cost and expense, shall carry or cause to be carried, general public liability insurance in the name of Lessor and Lessee with respect to claims for personal injury occurring on or about the demised land, and premises, with limits of not less than the amounts the attached insurance binder indicates, with respect to injury or death to any single person, and limits of not less than $1,000,000.00, with respect to injury or death to more than one person in a single accident, and property damage insurance, and fire insurance, in the name of the Lessor and Lessee with respect to property damage, or fire damage occurring on or about the demised land and premises with limits of not less than $1,000,000.00, and not less than an amount equal to full replacement cost for the premises, building and fixtures, in an amount of $1,000,000.00 and such other fire and other insurance against insurable hazards and contingencies as may from time to time be reasonably required by the Lessor upon ten (10) days written notice to Lessee, and shall deliver the policy or policies or certificate or certificates of such insurance stamped "Paid" by the issuing company or its duly authorized agents to the

Lessor as evidence of compliance with this covenant. The Lessee shall and will throughout the demised term hereof, at the Lessee's own cost and expense, keep all buildings and improvements on the demised premises insured as per this paragraph, by policies containing the usual co-insurance clause with extended coverage. In the event of any change in co-insurance requirements applicable to the premises, the policies furnished by the Lessee shall comply with such change.

Lessee shall procure policies for all the aforesaid insurance and may pay the premium therefore directly to the respective insurance companies or their agents and shall deliver renewals thereof to the Lessor from time to time at least twenty (20) days before the expiration of any similar policy then existing, and in default of such delivery to the Lessor, Lessor may procure any such insurance or any new or additional insurance as herein required, if after five (5) days Lessee fails to deliver to Lessor policies therefore following demand to Lessee by Lessor for such new or additional insurance. In the event of any such default by Lessee, Lessor may procure all such renewal, new or additional insurance as herein required for such periods not exceeding five (5) years for any one (1) policy as the Lessor may elect, and the Lessee shall, on demand, reimburse the Lessor for all outlays for such insurance with interest paid thereon at the rate of sixteen (16%) per centum per annum until paid. Any such amounts advanced by Lessor shall be deemed payable by Lessee as additional rent hereunder. All insurance shall be taken in such amounts and in such New York licensed companies and be in such form as the Lessor shall reasonably approve, naming Lessor as insured, the policies therefore shall at all times, be held by the Lessor.

In the event that the Lessee shall carry any of the insurance hereinabove in this paragraph provided for in so-called blanket form, it will be sufficient compliance with the provisions hereof if the Lessee shall deliver to the Lessor a certificate or certificates of such insurance together with complete data and information pertaining to the blanket insurance policy or policies and changes thereto covered by such certificate or certificates provided that the policies, carriers, amounts and coverage in favor of the Lessor shall comply in all

respects with all of the foregoing provisions hereof. All insurance shall be procured from such New Jersey licensed company, and be in such form as the Lessor shall reasonably approve, naming Lessor as additional insured. The Leasee shall provide copies of any such policies to the Lessor, upon the Lessor's request.

10. **ADDITIONAL RENT** All payments and expenses provided to be made by Lessee herein shall constitute rent payable hereunder with the same effect as if the same were annual net fixed rent reserved and provided for herein and, in the event of the non-payment by the Lessee of any such additional rent when due according to the terms hereof the Lessor shall have the same rights and remedies in respect thereof as the Lessor shall or may have in respect to the annual net fixed rent herein reserved and provided for.

On all items of net fixed rent or additional rent due hereunder, interest at the rate of 8% per centum per annum, will be charged,
On any such item not paid when due, or if a demand therefore is required by the provisions of this lease, within ten (10 days after the date of such demand, from said due date, or date of demand, as the case may be, until payment thereof.
The obligations of lessee to pay additional rent as provided for herein shall survive the expiration or earlier termination of the term of this lease. The additional rent provided for herein shall be apportioned as of the expiration or earlier termination of the term of this lease.

The additional rent provided for herein shall be collectible by Lessor, in the same manner as the regular installments of Fixed rent due under this lease. No delay or failure by Lessor in preparing or delivering any statement or demand for any such additional rent, shall constitute a waiver, or in any way otherwise impair the Lessor's rights to collect such additional rent hereunder.

11. **FIRE OR CASUALTY** In the event of any damage or loss to the demised premises by reason of fire or other casualty, the Lessee shall give immediate notice thereof to the Lessor. Lessee shall repair or rebuild the same as speedily as practicable. Lessee shall do so promptly, at Lessee's expense, so as to make the building as nearly similar in character, construction and material, to the building existing immediately prior to such occurrence, and as

nearly similar to it in character as shall be practicable and reasonable.

Lessor and Leasee shall be entitled to receive the net proceeds of any fire or other casualty insurance. Such funds are to be used to rebuild the building existing on the demised presmises so that it is as nearly similar in character, and quality, to the building existing immediately prior to such occurance.

12. EMINENT DOMAIN If during the term of this lease all of the demised land shall be taken as a result of the exercise of the power of Eminent Domain, or if by reason of law, ordinance, regulation or court judgment, Lessee's use of the demised premises for any of the specific purposes herein referred to shall be prohibited, this lease and all rights, title and interest of Lessee hereunder shall cease and come to an end on the date of the commencement of the condemnation proceedings or prohibition of use, and Lessor shall have no further obligation to Lessee hereunder. Further, in no event shall Lessor have any obligation to share any funds received by Lessor by virtue of any such condemnation or limitation proceeding, with the Lessee. The preceding sentence will not be construed to deny the Leasee from making an application for a business loss by condemnation.

If a portion of the demised premises should become subject to an eminent domain proceeding, such that Lessee can no longer to continue to conduct its business as usual, the Lessee shall have the option, at any time after the commencement of the condemnation proceedings, to terminate this lease either as to the portion of the demised premises subject to the condemnation or as to the whole thereof. Such option shall be exercised by giving the Lessor a written notice of total termination or partial termination, specifying the part terminated, (if termination is partial). In such event, Lessee may elect to continue the lease as to the un-condemned portion of the property, however, there will be no adjustment in the net fixed rent, by virtue of such condemnation or limitation.

Nothing in this provisions shall be construed to limit or affect the Lessee's right to be refunded any prepaid rental payments in the event

of earlier termination of this lease, as to all or a portion of the demised premises as the result of a condemnation proceeding or otherwise.

As to any condemnation award, Lessor shall be entitled to receive the entire award, and shall have no obligation to Lessee, in regards to same.

13. **(LIMITATIONS ON) ASSIGNMENT/ SUBLETTING/ MORTGAGES ETC.** Lessee, for himself, his heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenant that Lessee shall not assign, mortgage, sublet, encumber or otherwise transfer voluntarily or involuntarily, this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, by operation of law or otherwise, without the prior written consent of Lessor in each instance, which consent may be unreasonably withheld.*

If this lease is assigned, or sublet, whether or not in violation of the terms hereof, Lessor may collect rent from the Lessee. If the demised premises or any part thereof, are sublet or occupied by anyone other than Lessee or Lessor, after any part thereof, are sublet or occupied by anyone else other than Lessee or Lessor, or after any default by Lessee, Lessor may collect rent from the sub-lessee or occupant, or assignee, and apply the net amount collected to the net fixed rent and additional rent herein reserved, as payable by the Lessee, but no such assignment, sub-letting or occupancy, or collection shall be deemed a waiver of the provisions hereof, nor an acceptance of the assignee, (unless assignment to the assignee was specifically consented to in writing, pursuant to the terms hereof), sub-lessee or occupant, as Lessee or a release of Lessee from the further performance and observance by Lessee of the terms, covenants and conditions of this lease.

Upon such an assignment, or sub-letting or permitted occupancy, of this lease, and the demised premises, Lessee shall be and remain responsible for the performance of any of the covenants herein and Lessor, even if Lessor collects rent from sub-lessee or assignee or occupant, shall not release Lessee from any and all obligations and liabilities hereunder. Absent any such consent by Lessor any act or

* Notwithstanding the foregoing, the tenant shall have the right to assign this lease to any entity doing business for any legal purpose, provided same is a legal use of the premises.

instrument purporting to do any of the foregoing shall be null and void.

The following situations shall be deemed an assignment under the terms hereof:

(a) a take over agreement shall constitute and be deemed an assignment of this lease
(b) a transfer of the majority of the shares of the corporation that is the Lessee, shall constitute and be deemed an assignment of this lease
(c) a transfer of the majority of interest in any entity that is the Lessee, shall constitute and be deemed an assignment of this lease
(d) a transfer pursuant to subsection (b) of this paragraph shall constitute and be deemed to have occurred if there is a transfer of more than ~~twenty (20%)~~ fifty (50%) percent of the share of any class of the issued and outstanding stock of any corporate Lessee, or the issuance of additional shares of any class of stock to the extent of more than twenty (20%) percent of the number of shares of the said class of stock issued and outstanding at the time the corporation became the Lessee hereunder.
(e) Unless in each instance the prior consent of Lessor has been obtained, any of the above shall constitute a default under this lease, and shall entitle Lessor to exercise all rights and remedies provided for herein in case of default.
(f) Lessee represents that as of the date hereof, the sole owners of the the Leasee entity are as follows:
(indicate names and percentage ownership)
(no deemed assignment shall occur as long as the above named individuals own a majority of the outstanding membership interests.)

The consent by Lessor to an assignment, encumbrances, transfer or subletting, shall not in any way be deemed consent to any further assignment, encumbrance, transfer or sub-letting. In no event shall any permitted sub-lessee, assignee, or other occupant in interest to Lessee encumber, or further sublet or assign any or all of their interests under any such document. In no event shall any permitted sub-lessee, assignee or occupant suffer or permit any portion of the space of the demised premises to be used or occupied by others, without the prior written consent of Lessor, in each instance, which consent may be unreasonably withheld. Any documents evidencing

such assignment or sub-lease or permitted occupancy or other encumbrance, shall so state that the prior written consent of Lessor in each instance is required, in its terms. Any such consent of Lessor shall be subject to the terms of this lease and conditional upon their being no default of Lessee under any term, covenant or condition of this lease at the time that Lessor's consent is requested, and on the date of the proposed commencement of the term of any such proposed sublease or the effective date of any such proposed assignment. Upon receiving Lessor's written consent, which may be unreasonably withheld, a duly executed copy of the sublease or assignment, or other encumbrance shall be delivered to Lessor within thirty (30) days of execution thereof.

14. **NET LEASE** This lease shall be deemed and construed to be a Net Lease and the Lessee shall pay the Lessor the rent and additional rent hereunder, free of any charges, assessments, impositions or deductions of any kind other than those herein expressly provided for. All rent shall be payable to Lessor, without notice, demand, counterclaim, set-off, deduction or defense, and nothing shall suspend, defer, diminish, abate or reduce any rent or additional rent payable hereunder, except as otherwise set forth herein.

15. **WARRANTIES** Lessor warrants and represents that title to the demised premises is free and clear of encumbrances. Lessor covenants and represents that she has the right and authority to enter into, execute and deliver this lease. Lessor shall indemnifyharmless from and against any and all damages incurred by the Leasee as a result of any breach of the foregoing representation.

16. **LIENS** Lessee shall indemnify and hold Lessor harmless from and against any and all bills for labor performed for equipment, fixures and materials, furnished to or for Lessee, and from and against any and all liens, bills, or claims therefore, or against the demised premises, or the building of which it forms a part, and from and against all losses, damages, costs, expenses, suits and claims whatsoever, in connection with the work performed by or for Lessee. The demised premises and the building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to or on behalf of Lessee, and no financing

statements or other security instruments shall be filed against the demised premises or the building or the contents thereof.

Except as permitted by the provisions of this lease, the Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien upon the present or other estate or reversion of the Lessor in premises hereby demised or upon the buildings or improvements thereon, or upon the Lessor as owner, or any claim in connection with any work being performed by or for Lessee, or in connection with any materials being furnished to Lessee, or any mechanic's liens, other liens or charges, then the Lessee, at Lessee's sole cost and expense, shall provide bond to cover the payment thereof or to otherwise discharge the same, of record, or protect the property and interest of Lessor therefrom within thirty (30) days after the date of filing of such lien or within thirty (30) days after written notice to Lessee of the filing of such claim, whichever date shall last occur. Lessee promptly and diligently shall defend any action, suit or proceeding which may be brought for the enforcement of any such lien or charge. Lessee on demand shall pay all damages, costs and reasonable expenses, including attorney's fees, suffered or incurred by Lessor in connection therewith.

Nothing in this lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the demised premises, or any part thereof, nor as giving Lessee any right, power or authority, to contract for, or permit the performance of any labor or services or the furnishing or any materials or other property in any fashion that would permit the filing or making of any lien or claim against Lessor or the demised premises. Lessor shall have the right from time to time, to place on the demised premises, in a conspicuous place, such signs or other notices, as Lessor may deem necessary so as to give notice to others of the provisions of the preceding sentence, provided that such signs or other notices do not interfere with the conduct of Leasee's business.

17.LESSEE TO INDEMNIFY LESSOR The Lessee shall not do or permit any act or thing upon which the demised premises which may subject the Lessor to any liability by reason of any illegal business or conduct upon the demised premises, or by reason of

any violation of law or of any legal requirement of public authority, but shall exercise control over the demised premises as to fully protect the Lessor. Notwithstanding that joint or concurrent liability may be imposed upon the Lessor by statute, ordinance, rule, regulation or order, the Lessee shall indemnify and hold harmless the Lessor, and Lessor's respective contractors, agents, employees, licensees and invitees from and against any and all liability, fines, suits, claims, damages, judgments, costs, interest and expenses, including without limitation, attorney's fees, demands and actions of any kind or nature or by anyone whosoever, due to or arising out of (a) any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed; and/or (b) any damage to person including without limitation Lessor and the Lessor's contractors, agents, employees, licensees, and invitees, or property (including the loss of the use thereof) occasioned by Lessee's use and occupancy of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises, or any work, installation or thing whatsoever, done in or at or about the demised premises; and/or (c) any injury to person or persons, including without limitation Lessor and Lessor's contractors, agents, employees, licensees and invitees, including death, resulting at any time therefrom, which is occasioned by Lessee's use and occupancy of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises or by any use or occupancy which Lessee may permit or suffer to be made of the demised premises; (d) or from any act, omission or negligence of Lessee or any contractors, agents, employees, customers, guests, sub-tenants, assignees, licensees or invitees of Lessee. The Lessee's liability under this paragraph shall be reduced by the net proceeds actually collected on any insurance effected by the Lessee on the risks in question for the Lessor's benefit.

18. SUBORDINATION AND LESSEE'S RIGHTS ON FORECLOSURE This lease, the lien thereof upon the demised premises, and all rights of the Lessee hereunder, hereby are and will be, at all times, subordinated and subjected to the lien of the present mortgage, if any, or any future mortgages that hereafter

may become liens upon the said demised premises, and to any extensions, additions, amendment or renewals thereof or to any new mortgage or mortgages in replacement thereof.

19.RIGHT OF FIRST REFUSAL – Intentionally deleted.

20.DEFAULTS If (1) the Lessee shall fail to pay any installment of the rent herein reserved or any of the other charges or expenses herein designated as additional rent, or any part of either of them for ten (10) days after written notice thereof by the Lessor to the Lessee; or if (2) the Lessee shall fail to comply with any of the other terms, covenants, conditions or agreements herein contained, for fifteen (15) days after written notice, provided, however, that in the case of such a default which cannot be remedied with due diligence by Lessee within a period of fifteen (15) days, if Lessee proceeds as promptly after service of such notice and with diligence to remedy the default and thereafter continues to prosecute the remedying of such default with due diligence, the period of time after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same; or if (3) the Lessee shall abandon said premises, or if (4) prior to the commencement of the term, or at anytime thereafter, the Lessee shall be adjudicated insolvent or a bankrupt according to law or shall file a petition for reorganization with in the meaning of Chapter X of the Bankruptcy Act as now or hereafter amended or supplemented or for arrangement within the meaning of Chapter XI of said Bankruptcy Act or for the same or similar relief under any future Bankruptcy Act (Federal or State), or shall take the benefit of any insolvency or bankruptcy act, it being understood that all referenced in this subdivision "4" shall mean the Lessee then in possession of the demised premises as holder of the interest of the Lessee under this lease, or shall have a receiver or trustee appointed of his property in any proceeding brought by or against the Lessee even if such proceeding be not based on insolvency or bankruptcy of the Lessee; or if (5) this lease or the estate of the Lessee hereunder shall be transferred or pass to or devolve upon any other period or corporation, except in the manner herein provided and permitted; or if (6) an execution shall issue against the Lessee and remain unsatisfied or in force for twenty (20) days after notice thereof and demand by Lessor.

Each of the foregoing matters or contingencies shall be and hereby is made a breach of this lease and default hereunder, but is not intended to be and should not be construed to be an exclusive list of such contingencies. Lessor shall have and is hereby given the right to terminate and end this lease and the term hereby granted and all of the right, title and interest of the Lessee hereunder, by giving Lessee written notice to that effect ten (10) days prior to the termination date fixed in said notice, and it is agreed that this lease and the term hereby granted shall terminated and come to an end on the date specified in said notice with the same force and effect (except as to Lessee's liability) as if said day were the end of the term herein originally demised; and the said Lessee will the quit and surrender the said premises including any and all buildings erected thereon and all other improvements to the Lessor and the Lessor may enter into or repossess the said premises, either by force, summary proceedings or otherwise. The word "Lessee" wherever used in this paragraph shall be construed to mean the then owner of Lessee's interest hereunder, or the entity in possession or occupancy, if this lease has been assigned or sublet or otherwise transferred.

21.COST OF LIVING ADJUSTMENT Intentionally deleted.

22.NO WAIVER The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Lessor of rent, with knowledge of the breach of any covenant of this lease, shall not be deemed a waiver of such breach; and no provision of this lease shall be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement, or statement of any check or letter accompanying any check or payment as rent be deemed on accord and satisfaction , and Lessor may accept such check or payment without prejudice to Lessor's

right to recover the balance of such rent or pursue any other remedy in this Lease provided. No act or thing done by Lessor or Lessor's agents during the term hereby demised shall be deemed an acceptance or a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Lessor. No employee of Lessor, nor Lessor's agent, shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

23. **RECORDING** Lessor and Lessee agree that this lease shall not be recorded.

24. **UPON DEFAULT/END OF TERM/PROPERTY ABANDONED** If after default in the payment of rent or violation of any other provision contained in this lease, or upon the expiration or other termination of the terms of this lease, or any renewal term thereof, as yet un-contemplated by the parties, Lessee moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said removal, or prior to the execution of a warrant, then and in that event, the said fixtures and property shall be deemed abandoned and shall become property of the Lessor. Lessee shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Lessee shall remove all its non-affixed property. Lessee's obligation to observe or perform this convenant shall survive the expiration or other termination of the lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it is a legal holiday in which case it shall expire at noon on the preceding business day. Nothing in this Article shall be construed to prevent Lessee's removal of non-affixed trade fixtures, but upon removal of any other affixed installations which Lessee is permitted or required to remove hereunder, Lessee shall immediately and at its expense, repair any damage to the demised premises, or the building, due to such removal, to the original condition, and in all events the premises shall be left broom clean. All property required to be removed by Lessee at the end of the term remaining in the premises after Lessee's removal shall be

deemed abandoned and may, at the election of Lessor, either be retained as Lessor's property or may be removed from the premises by Lessor, at Lessee's expense.

25. **MERGER** Neither Lessor nor Lessor's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Lessor and Lessee; and any executory agreement hereafter made, shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

26. **QUIET ENJOYMENT** Lessee, upon payment of the rent above reserved and upon the due performance of the covenants and agreements herein contained on the Lessee's part to be observed, kept and performed, shall and may, at all times during the term hereby granted, peaceably and quietly have, hold and enjoy the said demised premises without any manner of let, suit, trouble or hindrance of and from the Lessor or anyone claiming through or under Lessor subject, however to the terms of this lease.

27. **SECURITY** Lessee shall deposit with Lessor $5,000.00 upon the signing hereof, to be deemed security, and held by Lessor in any manner of Lessor's choosing. Upon the first day of the sixth(6th) year, the Lessee shall deposit with Landlord an amount of $500.00 of additional security, so that the amount of security held will reflect the same amount of the monthly rent due. In the event that Lessor shall use any/all of the Lessee's security deposit hereunder, to fulfill any of tenant's obligations hereunder, the Lessee shall immediately replenish same, so that at any given time the amount

of security is not less than the amount of monthly rent due hereunder.

28. **ACCESS** The Lessee shall permit an inspection of the demised premises by the Lessor or the Lessor's agents or representatives and by or on behalf of prospective purchasers during business hours, at any time during the term hereby granted, and during the year preceding the expiration of this lease or of the final renewal thereof shall permit inspection thereof by or on behalf of prospective tenants. If, during such hours, admission to the premises for the purposes aforesaid cannot be obtained, or if at any time an entry shall be deemed necessary for the protection of the property, whether for the benefit of the Lessee or not, the Lessor, or the Lessor's agent or representatives, may enter the demised premises and accomplish such purpose. The provisions contained in this Paragraph "28" are not intended to create or increase, and are not to be construed as creating or increasing any obligations on the Lessor's part hereunder. Notwithstanding anything contained herein to the contrary, Lessor's access shall not in any way interfere with the conduct of the Leasee's business.

29. **NOTICES** Except as otherwise in this lease provided, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee shall be deemed sufficiently given or rendered if, in writing, delivered to Lessee personally or sent by registered or certified mail, return receipt requested, addressed to Lessee at the building of which the demised premises form a part or at the last known address of Lessee or guarantor, or left at any of the aforesaid premises, addressed to Lessee, or left at any of the aforesaid premises, addressed to Lessee and delivered to: _____, or at such alternate addresses as Lessee shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Lessee, mailed or left at the premises herein provided. Any notice by Lessee to Lessor must be served by registered or certified mail, return receipt requested, addressed

DAVID H. COHEN
c/o Moritt Hock & Hamroff LLP
400 Garden City Plaza
Garden City NY 11530

to Lessor, or at such alternate address as Lessor shall designate by written notice.

30. **SUCCESSORS AND ASSIGNS** The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors and except as otherwise provided in this lease, their assigns, it being distinctly understood and agreed that no assignment, in violation of the provisions of this lease, shall vest in such assignee any right or title in or to the leasehold estate hereby created or any rights in and to this lease.

31. **DEFINITIONS** The terms "demised premises" as used in this lease, shall mean not only the land hereby demised, but also any building and improvements situated thereon from time to time and all rights, privileges, easements and appurtenances thereunto appertaining. The term "Lessor" as used in this lease, shall mean the owners, or the mortgagee in possession, for the time being, of the land and building hereby demised, and in the event of any bona fide sale or sales of the entire demised premises by Lessor, or as long as a mortgagee be in possession, the Lessor shall be and hereby is freed and relieved of all covenants and obligations of Lessor hereunder and it shall be deemed and construed without further agreement between the parties and their successors in interest, or between the parties and the purchaser at any such sale, that the purchaser has assumed and agreed and is thereafter bound in place and stead of the Lessor to carry out any and all covenants and obligations of Lessor hereunder. The words "re-enter" and "re-entry", as used in this lease, are not restricted to their technical legal meaning.

32. **NO BROKER** Parties warrant and represent that no broker was instrumental in bringing about the execution of the within lease and Leasee does hereby agree to indemnify Lessor and hold him harmless from any and all claims, suits or proceedings which may be brought by any broker for commissions by reason of same, and does hereby further agree to defend any such actions or proceedings at his own sole cost and expense.

33. **PARAGRAPH HEADINGS AND INDEX** The paragraph headings and the index hereof as to contents of a particular paragraph herein are inserted only for convenience and are not to be construed as part of the lease, or a limitation on the scope of a particular paragraph.

34. **ESTOPPEL CERTIFICATES** Lesse shall, upon Lessor's request, from time to time, provide the Lessor with Estopple Certificates, as Lessor may request.

35. **HOLDOVER** In the event that Lessee fails to remove from the premises at the end of the demised terms, Lessee hereby agrees that for any holdover period commencing upon the expiration of the term hereof, or other termination hereof, that the tenant remains in occupancy, that the fair and reasonable charge for the use of the premises shall be at the rate of three (3) times the last monthly rent of the term, per month, plus any and all such amounts of additional rent for taxes and other items that are due under this lease, which sums shall be due and available to the Owner on the first days of each and every month that the Lessee retains possession of the premises, after the expiration of the term hereof or other termination hereof. This provision shall in no manner preclude Owner from instituting any legal remedy available for the recovery of possession of the premises after the expiration of the term of the demised.

36. **LIMITED LIABILITY** Tenant agrees that, notwithstanding any other provision of this lease to the contrary, Lessee shall look solely to the interest of Lessor, or its successor, in the lease for the satisfaction of any judgment or other judicial process requiring the payment of money by Lessor based on default together hereunder, and no other assets of Lessor, or any such successor shall be subject to levy execution or other enforcement procedure for the satisfaction of any such judgment or process.

37. **WAIVER OF TRIAL BY JURY** That in the event of any action or proceeding, commenced by either party, as a result of any of the terms of the lease entered herein, the said parties do hereby waive any and all right to trial by jury, and agree that a trial of the issues

shall be heard by the court alo0ne, in order to facilitate a speedy adjudication thereof.

38. **VIOLATIONS** Lessee shall indemnify and hold Lessor harmless, from and against any and all violations issued by any Federal, State, City, Town or local or village municipality, against the demised premises, or the building of which it forms a part, or the lessor, and from and against all losses, damages, costs, expenses, suits and claims whatsoever, in connection with any such violations. The lessee shall remove all violations , of record, immediately. The demised premises and any buildings shall at all times be free of violations.

If, in connection with the lessee's use and occupancy of the premises, a violation is issued, then lessee, at lessee's sole cost and expense, within thirty (30) dyas after such violation has been filed or made, shall cause the same to be cancelled and discharged or record by payment thereof or filing a bond or otherwise. Lessee shall promptly and diligently defend any action, suit or proceeding, which may be brought, for the enforcement of such violation. Lessee shall satisfy and discharge any such violation, or judgment relating thereto, within thirty (30) days from the entering of such violation or judgment relating thereto, by payment thereof or filing a bond or otherwise, and on demand shall pay all damages, costs and expenses, including attorneys fees, suffered or incurred by Lessor, in connection therewith.

39. **UTILITY SERVICES/HEAT**
Lessee shall pay all charges for all public or private utility services at any time rendered to or in connection with the demised premises, or any part thereof, and shall comply with all contracts relating to any such service, and shall do all other things required for the maintenance and continuance of all such services.

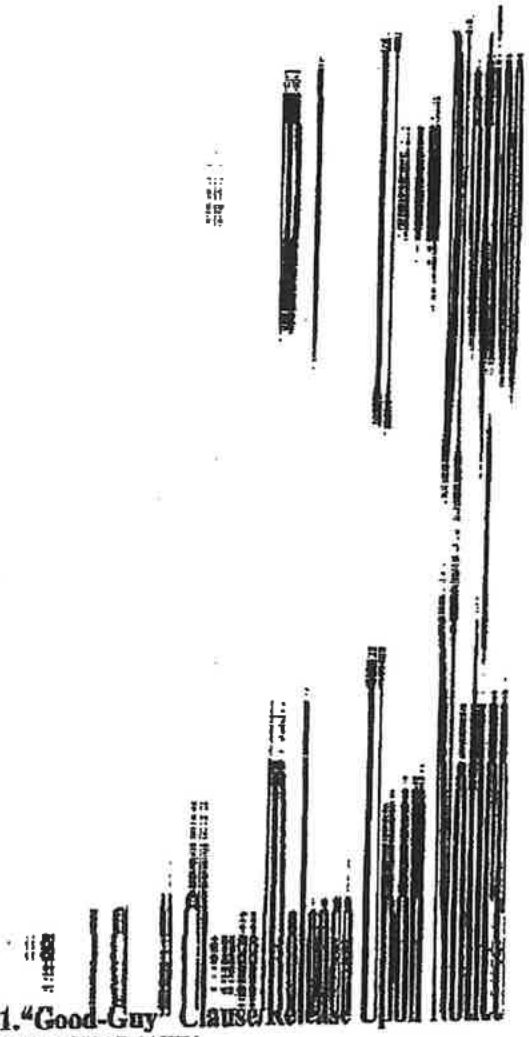
Lessee, at lessee's sole cost and expense, shall make all arrangements with the Public utility company serving the demised premise, for the obtaining of, and the payment for all charges relating to all utility used on the premises, including without limitation arrangements pertaining to the installation and use of meters, pans, risers, wiring, panel boards, feeders and other conductors and equipments. In no event shall lessor

be liable or responsible for charges for any such utilities at the demised premises, or any loss, or damage or expense, which lessee may sustain or incur if either the quantity or character of the particular utility is changed or in no longer available or suitable for lessee's requirements. At all times during the term of this lease, Lessee shall comply with the general rules, regulations, terms and conditions applicable to service equipment, wiring and changes in requirements, in accordance with the utility company, public or private, supplying such utility to the premises.

The lessee agrees to supply their own heat for the premises, at lessee's sole cost and expense. Should any of the buildings plumbing system be damaged by inadequate heat, lessee shall be responsible for the cost of repairs thereto.

40.RECYCLING/REFUSE REMOVAL

Lessee agrees, at Lessee's sole cost and expense, to comply with all present and future laws, orders and regulations, of all authorities whatsoever, regarding the collection, sorting, separation and recycling of waste product, garbage, refuse and trash, into such categories as provided by law. Lessee is hereby required to arrange for such collection, at lessee's sole cost and expense. Lessee shall pay all costs and expenses, fine penalties or damages which may be imposed on lessee or lessor by lessee's failure to comply with the provisions of this paragraph. Lessee shall indemnify defend and hold lessor harmless from and against any actions, claims and suits, arising from lessee's non-compliance herewith, including legal fees and expenses, using counsel satisfactory to lessor, is lessor so elects. Lessee's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the lessee's tenancy. Lessee shall be liable to lessor for any costs, expenses or disbursements, including attorney's fees, incurred by lessor, in the commencement and or prosecution of any action or proceeding by Lessor, against Lessee, predicated upon lessee's breach of this paragraph, and same shall be payable as additional rent hereunder.



41. "Good-Guy" Clause/Release Upon Default

"GOOD GUY" GUARANTY

If Lessee is not in violation of any of the terms of the Lease, and if Lessee shall give ninety (90) days written notice to Lessor of intent to terminate the lease, pursuant to this provision; then, in such case, Lessee shall pay to Lessor any amounts of past due fixed rent and any such additional rent and other charges accrued and due, pursuant to the lease, accrued to the date of release. Upon such release date, Lessee shall return to the Lessor, the keys to the premises and surrender possession of the premises, in the condition required by the Lease as of the expiration or termination thereof, free of all tenancies, or rights, or claims of occupancy by Lessee or any party claiming occupancy through Lessee. Lessor will agree to release the Lessee, provided Lessee complies with

See Survey attached hereto and made a part hereof.
(although the attached survey also reflects lots 76 and 77, these lots are specifically excluded from this Lease, and are not a part of the demised premises leased hereby)

terms of this paragraph 41, and Landlord agrees that the Lessee's monthly [illegible] upon the release date, provided all above conditions are met by Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

740-748 Hicks Street Corp., Lessor

by: _____
Madeline Felice, President

~~All County Auto Body~~ All County Hook Up Towing Inc.

by: _____
, (Name/Title), Lessee

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the _____ day of June, 2018, between Gabriel 68 East Merrick Road, LLC, with offices at 70 East Merrick Road, Freeport, NY 11520 (the "Seller"), and 68 East Merrick Road Management, Corp., with offices at 70 East Merrick Road, Freeport, NY 11520 ("Purchaser").

RECITALS

A. Seller is the owner of certain real property and the improvements thereon commonly known by the street address 70 East Merrick Road, Freeport, NY 11520, **Section 62, Block A-00, Lot 135**, and being more particularly described on Exhibit A annexed hereto and made a part hereof (the "Land"); and

B. Subject to the terms hereof, Seller desires to sell, and Purchaser desires to purchase, the Land and the other property, improvements and rights described herein.

C. Accordingly, in consideration of the mutual agreements set forth herein, and for Ten and 00/100 ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Sale of Property; Description of Property.** Subject to the terms hereof, Seller agrees to sell, assign and transfer, and Purchaser agrees to purchase and accept the conveyance of, all of the following (collectively, the "Property"):

1.1 Land and Improvements. The Land, together with the buildings, structures and improvements erected thereon (collectively, the "Improvements"), and all rights, privileges, benefits, easements together with rights of way, riparian rights and hereditaments (including but not limited to access and utility easements), restrictions and appurtenances thereunto belonging, and thereunder to which Seller has title, together with any strips or gores relating to any of the Land and all interest of Seller to any land lying in any street, alley or road abutting any of the Land but excluding personal property owned by any tenants or other occupants thereof.

1.2 Leases. None (collectively, the "Leases").

1.3 Personal Property. All of Sellers right, title, and interest in all fixtures, chattels, equipment and articles of personal property which are currently located upon or attached to the Land and used in connection with the Land and the Improvements, specifically excluding therefrom any personal property owned by tenants or other occupants under the Leases (collectively, the "Personal Property").

1.4 Intangible Assets. All warranties relating to the Improvements and the Personal Property (if any), guaranties of the Leases, contract rights, permits and licenses, Personal Property leases (if any), and other intangible rights relating to the property described in Sections 1.1 through 1.3 above, all of the foregoing (i) only to the extent assignable, and (ii) only to the extent actually in Seller's possession.

2. **Purchase Price.** The purchase price for the Property shall be the sum of **SEVEN HUNDRED FIFTY THOUSAND and 00/100 ($750,000.00) DOLLARS**, (the "Purchase Price").

2.1 Installments. The Purchase Price shall be payable as follows:

2.1.1 **TWENTY THOUSAND and 00/100 ($20,000.00) DOLLARS** (the "Deposit") by check subject to collection on the signing of this Agreement, to be paid to Seller's Attorney to be held in escrow in accordance with the terms of this contract, and,

2.1.2 The balance of the sale price ($730,000.00) shall be paid to Sellers in the form of an official bank check.

2.2 General Provisions regarding the Deposits.

2.2.1 Pending the Closing or earlier termination of this Agreement, the Deposits shall be held in escrow by the Escrow Agent in an IOLA account, at **STERLING NATIONAL BANK** pursuant to the terms of Section 2.3 below.

2.2.2 If Closing does not take place because of Purchaser's willful default under this Agreement, then, the damages for all loss, damage and expense suffered by the Seller, by reason of said default, shall be deemed liquidated in the amount of the Deposit, and Purchaser shall then be discharged from any further obligations under this Agreement. Should a Court of competent jurisdiction determine said liquidated damage clause to be excessive, or invalid, or a penalty,

said provision shall thereupon be amended to the maximum amount of liquidated damages permissible at law. If closing shall occur, the Deposit thereon shall be applied to the Purchase Price. If Closing does not occur as a result of the default of Seller, then Purchaser shall, at its option, have the right to specific performance or return of the Deposit.

2.3 Escrow Agent.

2.3.1 Escrow Agent shall hold the Deposits in an IOLA account until (a) this transaction is consummated at Closing, in which case said Deposit, shall be paid to Seller; (b) the occurrence of an uncured default by Seller under this Agreement whereupon the Deposit will be disbursed by Escrow Agent to Purchaser provided that Purchaser is not also in default hereunder; or (c) the occurrence of an uncured default by Purchaser under this Agreement, whereupon the Deposit shall be disbursed by the Escrow Agent to Seller provided that Seller is not also in default hereunder.

2.3.2 If disbursement by Escrow Agent is required pursuant to the provisions of subsections (a), (b) or (c) of Paragraph 2.3.1 hereof, Escrow Agent shall so notify the parties hereto and shall disburse the Deposit within ten (10) days thereafter and shall confirm such disbursement by notice to the parties; provided, however, that if prior thereto Escrow Agent shall be served with a written notice by a party hereto opposing such disbursement, Escrow Agent will immediately deposit the funds held in escrow into a New York Court of competent jurisdiction and, upon such deposit, shall be fully discharged from any further obligation or liability hereunder.

2.3.3 Upon delivery of the Deposit as provided in Paragraph 2.3.1, Escrow Agent shall be deemed to have completed performance of all duties hereunder and shall be discharged from any further obligations in connection herewith. Escrow Agent shall have no liability for any act or omission to act hereunder, except if found guilty of gross negligence or willful misconduct. If a dispute arises regarding the party entitled to the Deposit, the Escrow Agent may either (a) except as otherwise required by Section 2.3.2 retain the Deposit until he receives an order of a court directing the payment thereof or an agreement signed by Seller and Purchaser providing for such payment; or (b) tender the Deposit involved in such dispute to the clerk of the court in which Seller and purchaser are involved in litigation with respect to the Agreement or in which Escrow Agent has instituted an action and interpleaded all interested parties. Upon the occurrence of (a) or (b)

above, Escrow Agent shall thereafter by fully discharged from any further obligations or liability hereunder.

3. **Documents to be Furnished by Seller.** Seller, at its expense, shall furnish to Purchaser the following documents, as Exhibits to this Agreement:

3.1 Lease Schedule. N/A

3.2 Contracts. N/A

3.3 Leases. N/A

3.4 Permits. Copies of certificates of occupancy, equipment use permits, tool storage permits and any other permits or licenses issued by the municipality for the premises as it exists. However, if the cost to obtain any of the above documents exceeds $1,500.00 seller shall have the option of obtaining same or canceling the contract.

4 Confidentiality. The Parties shall keep in strict confidence, except to the extent disclosure is required pursuant to applicable law, regulation or court proceeding, all information obtained with respect to the Property pursuant to or in connection with this Agreement or any confidentiality agreement executed by the Parties related to the Property including, without limitation, all terms and provisions of this Agreement including the Purchase Price, all information obtained with respect to the tenants and other occupants of the Property, and all information obtained in connection with any inspections of the Property until such time as the Closing is completed. The Parties agree to instruct their agents, employees, advisers and consultants to comply with the provisions of this Section 4 and any confidentiality agreement executed in connection with the Property. Notwithstanding the foregoing, the Parties may disclose all information obtained with respect to the Property to its directors, bankers, joint venture partners and advisors provided that such parties agree to keep the information confidential until such time as the Closing is completed. If the purchase and sale of the Property contemplated hereby is not completed for any reason, the Parties shall, upon request, promptly return to each other all instruments and materials delivered pursuant hereto and any and all copies thereof made by the other Party. The provisions of this Section shall survive any termination of this Agreement.

5. **Title.**

5.1 Title. Seller shall convey and Purchaser shall accept fee simple title to the Property, which is insurable, free and clear of all liens, encumbrances and other defects in title, except for those exceptions set forth in Paragraph 9 hereof (collectively, the "Permitted Encumbrances"), which Permitted Encumbrances may be waived or consented to by Purchaser, but all of such Permitted Encumbrances shall nevertheless survive the delivery of the Deed (as defined herein) by the Seller to the Purchaser at Closing (as defined herein).

5.2 Survey and Title Commitments. Promptly on the date hereof, Purchaser shall obtain a Title Insurance Report/Commitment from any reputable Title Insurance Agency or Abstract Company licensed to do business in the State of New York and obtain a survey, if it decides to obtain the same. Purchaser, at its sole cost and expense, shall deliver to Seller's counsel a copy of a title commitment from said title company (the "Commitment") and the Survey for the Land if Purchaser elects to obtain same. Purchaser or Title Companies delivery of a copy of the title report to the Seller's attorney shall constitute notice of any and all objections contained therein. Should Purchaser fail to timely deliver the Title Report to the Seller's attorney, it shall be deemed to have waived its right to object to any Defects (as said term is defined in Section 5.3 hereof) disclosed thereby.

5.3 Defects. If the Commitment issued by the Title Company shows that Seller's title to the Property is not in the condition required by Section 5.1 because of one or more defects in or objections to title, or if the Survey or Updated Survey shows any state of facts which render title unmarketable (hereinafter collectively referred to as the "Defects"), Seller shall (i) in the case of a lien or encumbrance and affecting the Property which can be removed by the payment of a certain sum of money, including any mortgages, tax liens, estate tax liens, mechanics liens, water and sewer liens, and judgments, to remove such liens or encumbrances prior to or at Closing, or (ii) in the case of any exception to title on account of a Defect which the title company will remove as a result of Seller's giving of assurances, indemnities or deposits (none of which assurances, indemnitors or deposits shall expose Seller to a liability in excess of **$1,500.00** (and not a lien or encumbrance described in (i) above) give such assurances, indemnities or deposits to the Title Company. Seller shall be entitled, by notice to Purchaser, to adjourn the Closing Date (as defined herein) for a period of up to

sixty (60) days, which period may be extended by Purchaser, at its discretion, upon request of Seller, for the purpose of removing, remedying or complying with such Defects. If Seller is either unable to remedy, or not required to remedy, the Defects or to obtain such affirmative title insurance, Purchaser shall have the right to either (a) terminate this Agreement by delivering a Notice of Termination to the Seller, and the Deposit shall be delivered to the Purchaser and neither party shall have any further obligations under this Agreement; or (b) proceed to Closing without abatement of the Purchase Price, except to the extent of a **$1,500.00** credit at the time of Closing.

5.4 The amount of any unpaid taxes, assessments, water charges and sewer rents which Seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two (2) business days after the date of the Closing, may, at the option of Seller, be allowed to Purchaser out of the Purchase Price, subject to the provisions for apportionment of taxes and water charges contained herein, provided that official bills therefore with interest and penalties thereon are furnished by Seller at the Closing.

5.5 Unpaid franchise taxes of any corporation in the chain of title shall be no objection to title, provided that the Title Company agrees to omit same as an exception to title and Seller deposits with the Title Company sufficient security, acceptable to and required by the Title Company to omit same as an exception to title.

6. **Operation of Property.** The following provisions shall be applicable to all matters relating to the leasing, operation and management of the Property during the period between the date of this Agreement and the Closing Date:

6.1 Leases. From the date hereof until Closing, Seller shall not enter into any lease.

6.2 Service Contracts. Seller may enter into new service contracts provided same are on commercially reasonable terms and can be canceled by the Seller at any time on not more than thirty (30) days notice.

6.3 Intentionally Omitted

6.4 Operation of Property. Except as specifically set forth in this Section 6, Seller shall operate the Property in the ordinary course of business during the term

of this Agreement and maintain the Property in the same condition as on date hereof, reasonable wear and tear excepted, and shall keep the same insured against fire and extended coverage with the coverage provided at the time of signing of this Agreement.

6.5 Purchaser's Ability to Perform. Purchaser has provided reasonable assurance to the Seller that it has the financial capability to perform its obligations hereunder.

6.6 Tax Procedure. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property for any fiscal period in which the Closing Date is to occur or any prior fiscal periods except on commercially reasonable terms and any subsequent real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, after deducting the reasonable expenses of collection thereof, based upon the relative time periods each owns the Property, which obligation shall survive the Closing Date.

7. **Closing Date and Place.** Subject to the provisions of this Agreement, the sale of the Property shall be closed (the "Closing"), and the deed and all documents necessary for the transfer pursuant to this Agreement shall be delivered to Purchaser, on or about 60 days from the date Purchasers Attorney receives a fully executed contract (the "Closing Date"). The Closing shall be held at the offices of Seller's attorney, William Miller, located at 24 East Park Avenue, Long Beach, NY 11561. Purchaser acknowledges that the within Contract of Sale is not contingent upon Purchaser's ability to obtain financing.

8. **Damage or Destruction; Condemnation.**

8.1 Damage or Destruction. Seller represents that there is now in force and existence fire insurance on the buildings on the premises and agrees that the insurance shall be kept in force until the closing of this contract. If the insurance is continued in force, any loss or damage by fire or other casualty to the building before the closing of this contract shall not constitute ground for the rejection of the title to the property, unless the damage is greater then 10% of the Premises. In case of fire or other casualty, however, Seller upon the closing of the title to the property shall allow to Purchaser on account of the purchase price any amount received by him from the policies of fire insurance or other casualty or shall pay Purchaser such amount received from such policies of insurance. If at the time of

the closing of this agreement, payment for the loss has not been made by the insurance company or companies insuring the premises, Seller will reduce the purchase price by the amount of the insurance.

8.2 Condemnation. Seller agrees to give Purchaser prompt notice of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements of which Seller has actual knowledge. If, prior to the Closing Date, any portion of the Property with an aggregate value of less than **$10,000.00** shall be condemned or taken by eminent domain by any authority, then Seller shall deliver the Property in its then existing condition without abatement of the Purchase Price, in which event Purchaser shall be entitled to the eminent domain award paid or payable as a result of such loss. Notwithstanding the foregoing, if, prior to the Closing, there shall occur a taking, condemnation or sale in lieu thereof, of any portion of the Property with an aggregate value in excess of **$10,000.00**, or the institution of the proceedings for same, then Purchaser, at Purchaser's option, may terminate this Agreement by delivering a Notice of Termination to Seller within fifteen (15) days after Seller's notice to Purchaser of such condemnation and have the Deposit returned to the Purchaser. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement or reduction of the Purchase Price, and there shall be assigned to Purchaser at the Closing, all right, title and interest to Seller in and to any condemnation awards which may be payable to Seller on account of such occurrence. Nothing in this Section shall postpone the Closing Date, except as may be required in order to determine such aggregate value.

The provisions of this Section shall supersede any statutory provisions applicable to "risk of loss" for condemnation.

9. **Permitted Encumbrances.** The Premises shall be sold subject to the following, all of which shall be deemed "Permitted Encumbrances":

9.1 Zoning. Zoning regulations and ordinances (and any variances there from) of the jurisdiction in which the Property is located or any agency or other authority having jurisdiction over the Property or any part thereof to the best of Seller's knowledge, Seller acknowledges that same are not violated by the existing structures or present use thereof.

9.2 Access Roads. Curb cuts and access roads to and from abutting streets in existence at the Closing Date, as such curb cuts and access roads actually exist as

of the date hereof subject to compliance with the Building and Zoning Departments.

9.3 Title Commitment Exceptions. Standard printed exceptions set forth in the Title Commitment and such other exceptions as Purchaser is willing to accept.

9.4 Survey. Any state of facts shown on the Survey, subject to the terms of Section 5 hereof, provided such facts do not render title unmarketable and/or uninsurable.

9.5 Real Estate Taxes. Current real estate taxes, water charges and sewer rents, subject to apportionment as hereinafter provided.

9.6 Tenant Leases. N/A

9.7 Fixture Financing. Security agreements and financing statements, if any, filed against or with respect to any articles or fixtures owned or installed by or for any tenant, provided same is satisfied with proof given to the Purchaser at the time of Closing.

9.8 Mortgages, Liens, and Other Encumbrances. The existence of mortgages, liens or encumbrances other than those expressly set forth in this Agreement shall not be objections to title, provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser on the Closing Date together with recording and/or filing fees, and such mortgages, liens, or encumbrances may be paid for out of the Purchase Price, and provided that such mortgages, liens, or encumbrances are omitted as exceptions on Purchasers title insurance policy. Unpaid liens or taxes, water charges, and assessments shall not be objections to title, but shall be subject to the provisions for apportionment set forth in Section 11 hereof. If Seller requires the use of any portion of the Purchase Price for such purposes, Seller shall notify Purchaser at or prior to Closing.

9.9 Service Contracts. Assignable Service Contracts affecting the Property which have been approved by the Purchaser in writing.

10. Leases. Intentionally Omitted

11. **Apportionments.** The following items shall be apportioned on the Closing Date as of the close of business on the day prior to the Closing Date (the "Adjustment Date") and based upon a 360 day year or a 30 day month:

11.1 Rent Intentionally Omitted

11.2 Real Estate and Personal Property Taxes. Taxes and assessments, on the basis of the fiscal year for which assessed, except that if the Closing Date shall occur before the tax rate is fixed, then the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation and when the tax rate is fixed there shall be a re-computation and any additional payment or refund shall be made accordingly. The provisions of this paragraph shall survive the Closing. Purchaser shall take title to the Property subject to the existence of any assessment or assessments whether or not payable in annual installments and whether or not the first installment is then a charge or lien or has been paid. Any installment assessment shall be subject to apportionment as herein provided.

11.3 Water Charges. Water charges on the basis of the calendar year in which the Closing shall occur, or, if there are water meters on the Property, then Seller shall furnish a reading as of a date not more than 30 days prior to the Closing Date to the extent the same is obtainable. The unfixed meter charges and unfixed sewer rent, if any, based thereon for the intervening period shall be apportioned on the basis of such last reading, and, upon the taking of a subsequent actual reading, the apportionment will be readjusted and Seller or Purchaser, as the case may be, will promptly deliver to the other the amount determined to be so due upon the readjustment. If Seller is unable to furnish the prior reading, any reading subsequent to the Closing Date will be apportioned on a per diem basis from the date of such reading and the reading immediately prior thereto and the Seller shall pay the proportionate charge due up to the Closing Date. Unpaid water meter bills which are the obligations of tenants in possession in accordance with the terms of leases shall not be deemed an objection to title and Purchaser will take title subject thereto. The amounts owing by tenant will be assigned by Seller to Purchaser. The provisions of this paragraph shall survive the Closing.

11.4 Utility Charges. Seller will cause all the utility meters to be read to

and including the Adjustment Date and will be responsible therefor. Seller shall be entitled to the refund of any existing utility security deposits. The provisions of this paragraph shall survive the Closing.

11.5 Security Deposits. Intentionally Omitted

11.6 Contracts. Intentionally Omitted

11.7 Other Expenses. All other income and expenses reasonably capable and, subject to the provisions of this Agreement, properly the subject of, adjustment in connection with the ownership, operation and management of the Property of whatsoever nature.

11.8 Intentionally Omitted

11.9 Post-Closing Adjustments. Any matter specified in this Section 11 that cannot reasonably be determined and apportioned between Seller and Purchaser on the Closing Date shall be specified by Purchaser and Seller in writing at Closing, and shall be subject to final settlement at such time as such matter is finally determined but in no event later than 60 days following the end of the fiscal year for the Property in effect at the Closing Date. Such apportionments shall be effective as of the Closing Date. The provisions of this paragraph shall survive the Closing.

12. **Violations**.

12.1 All notes or notices of violation of law, or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health or other State or Municipal Departments having jurisdiction against or affecting the Property **as of the date closing** shall be complied with by Seller on or before the Closing Date, or within a reasonable time thereafter. If the cost of curing such violations shall exceed **$1,500.00** Seller shall have no obligation to cure any such violation(s).

12.2 Violations of any county, city, state or federal department which Seller is required to remove hereunder shall not be an objection to title if they can be removed simply by the payment of a fixed penalty and Seller shall not be required to remove, provided Seller gives Purchaser, a credit

in an amount equal to 125% of said fixed penalty.

12.3 In the event the aggregate cost of removal of any violations which Seller may be required to remove hereunder shall exceed the sum of **$1,500.00** then Seller shall have the following options:

a) to remove the same in accordance with the provisions of this Agreement, or

b) to refuse to remove the same, which decision Seller shall make within **three (3)** days after receipt of notice of violations. In the event Seller refuses to remove the same, then Purchaser shall have the following options: (x) take title subject to such violations in which event Purchaser shall receive an allowance up to **$1,500.00**, in reduction of the purchase price, or (y) cancel this Agreement, and in the latter event, upon repayment of the Deposit, this Agreement shall be null and void and each of the parties hereto shall be fully released from any further liability.

12.4 In the event certain searches for notices of violation cannot be made without Seller's authorization, Seller shall, upon written request given within ten (10) days of the date of this Agreement, furnish Purchaser with an authorization to make any searches for notices of violation.

13. **Conveyance Instruments.** At the Closing, the Property shall be conveyed and assigned to Purchaser as follows.

13.1 Seller's Documents. Seller shall execute and deliver the following documents to Purchaser:

13.1.1. **Bargain and Sale Deed with Covenants Against Grantor's Acts,** subject only to Permitted Encumbrances.

13.1.2 Intentionally Omitted

13.1.3 Intentionally Omitted

13.1.4 Affidavit that Seller is not a "foreign person" within the meaning of the Foreign Investors Real Property Tax Act of 1980, as amended ("FIRPTA").

13.1.5 Intentionally Omitted

13.1.6 All required real property transfer tax returns. All transfer taxes shall be paid by the party primarily required by law to pay such taxes. This provision shall survive Closing.

13.1.7 Such affidavits; evidence of authority; releases of liens; or other instruments, all in a form satisfactory to Seller, as the Title Company may reasonably request to issue a title policy satisfactory to Purchaser in accordance with Section 5.

13.1.8 Such other instruments as may be reasonably required to consummate the transactions contemplated by this Agreement.

13.1.9 Possession of the Property in its current condition, except as otherwise provided, subject only to possessory rights of tenants under Leases and Permitted Encumbrances, with all keys; and Seller shall also deliver original signed instruments of all Leases or certified copies of the original Leases that are unavailable, Service Contracts, permits, licenses, sepias, drawings, plans and specifications (to the extent in the possession or control of Seller).

13.1.10 Intentionally Omitted

13.2 Disclaimers and Limitations. CONSISTENT WITH THE TERMS AND PROVISIONS SET FORTH IN THIE WITHIN CONTRACT OF SALEPURCHASER EXPRESSLY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY SHALL BE MADE BY SELLER TO PURCHASER ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS, AND PURCHASER ACKNOWLEDGES THAT PURCHASER HAS AGREED TO BUY THE PROPERTY IN ITS PRESENT CONDITION (SUBJECT TO PURCHASER'S RIGHT OF INSPECTION AND REVIEW AS PROVIDED HEREIN) AND THAT PURCHASER IS RELYING SOLELY ON ITS OWN EXAMINATION AND

INSPECTIONS OF THE PROPERTY AND NOT ON ANY STATEMENTS OR REPRESENTATIONS MADE BY SELLER OR ANY AGENTS OR REPRESENTATIVES OF SELLER, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN. ADDITIONALLY, PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PORTION THEREOF, OR WITH RESPECT TO THE ECONOMICAL, FUNCTIONAL, ENVIRONMENTAL OR PHYSICAL CONDITION, OR ANY OTHER ASPECT, OF THE PROPERTY. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (i) THE NATURE AND CONDITION OF THE PROPERTY OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ITS WATER, SOIL, OR GEOLOGY, OR THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, OR ANY IMPROVEMENTS PURCHASER MAY ELECT TO CONSTRUCT THEREON, OR ANY INCOME TO BE DERIVED THEREFROM, OR ANY EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (ii) THE ABSENCE OF ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCES ON, IN OR UNDER THE PROPERTY OR ON, IN OR UNDER ANY PROPERTY ADJACENT TO OR ABUTTING THE PROPERTY; (iii) THE MANNER OF CONSTRUCTION OR CONDITION OR STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS; AND (iv) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OF THE PROPERTY OR ANY PORTION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; AND (v) THE NATURE OR EXTENT OF ANY EASEMENT, RESTRICTIVE COVENANT, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE,

RESERVATION, CONDITION OR OTHER SIMILAR MATTER PERTAINING TO THE PROPERTY, OR PORTION THEREOF.

13.3 Purchaser's Documents. At the Closing, Purchaser shall execute and deliver the following:

13.3.1 Intentionally Omitted;

13.3.2 Intentionally Omitted

13.3.3 such other documents as counsel for Seller may reasonably request in order to carry out the provisions of this Agreement;

13.3.4 the balance of Purchase Price, as adjusted in accordance with the terms hereof; and

13.3.5 all required real property transfer tax returns.

13.4 Authorizations.

13.4.1 If Purchaser is a corporation or limited liability company, then, on the Closing Date, Purchaser shall deliver to Seller the following:

(i) proof that Purchaser is a duly and validly organized and presently existing corporation or limited liability company, as the case may be, in good standing under the laws of the state of its incorporation and is qualified to do business in the state in which the Property is located.

(ii) unanimous written consent of the shareholders or members of Purchaser to the transactions herein contemplated; and

(iii) Directors' or Members' Certificates or Resolutions evidencing the due authorization of the transactions herein contemplated;

13.4.2 If Purchaser is a general or limited partnership, then, on the Closing Date, Purchaser shall deliver to Seller evidence that:

(i) Purchaser is a duly organized and validly and presently existing general or limited partnership, as the case may be, in good standing under the laws of the State of and is qualified to do business in the State in which the Premises is located;

(ii) Purchaser is authorized to consummate the transactions contemplated by this Agreement; and the person(s) signing on behalf of Purchaser is/are [a] general partner(s) of Purchaser with full power and authority to bind Purchaser.

13.4.3 If Purchaser is a general or limited partnership, Purchaser shall also deliver at the Closing a certified copy of Purchaser's partnership certificate and any and all amendments thereto.

14. **Warranties and Representations of Seller and Purchaser.**

14.1 Representations of Seller. Seller represents to Purchaser the following:

14.1.1 Seller is the sole owner of the Property in fee simple subject to the Permitted Encumbrances and has all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Seller. This Agreement shall be enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights and remedies of creditors generally.

14.1.2 There is no pending litigation, or to the Seller's knowledge threatened, brought by or against Seller affecting the Property or the operation of the Property or the ability of Seller to consummate this transaction (including without limitation any bankruptcy proceedings of existing tenants) or any litigation by any tenant challenging the terms of such tenant's lease . If Seller is served with process or receives notice that litigation may be commenced against it, Seller shall promptly notify Purchaser.

14.1.3 No tenant has a right of first refusal or an option to purchase the Premises, except as may be contained in the leases which have been provided to Purchaser.

14.1.4 To the best of Seller's knowledge, the Property has not been cited for violation of any environmental law and no claim of such violation has been made.

14.1.5 To the best of Seller's knowledge, no tenant lease is subject to rent stabilization or rent control.

14.1.6 To the best of Seller's knowledge, there are no residential tenancies whether authorized or otherwise.

14.2 Purchaser. Purchaser hereby represents and warrants to Seller that, as of the date hereof:

14.2.1 Purchaser has all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Purchaser. This Agreement shall be enforceable against Purchaser in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights and remedies of creditors generally.

14.2.2 Purchaser is a partnership or a limited liability company which is duly organized, validly existing, and in good standing in the State of New York or has qualified as a foreign corporation to do business, and is in good standing, in the State in which the Property is located.

14.2.3 Purchaser represents that it is not required to obtain any governmental or other regulatory consent, approval, or license necessary to the performance by Purchaser of its provisions of this Agreement.

14.2.4 To the best of Purchaser's knowledge, there are no suits pending or threatened which might result in a material adverse change in the condition of Purchaser or otherwise prevent P urchaser from closing this transaction.

15. **ENVIRONMENTAL DUE DILIGENCE .** ALL ENVIRONMENTAL DUE DILIGENCE PROVISIONS HAVE BEEN DELETED AS PURCHASER HAS WAIVED ANY AND ALL RIGHTS IT MAY HAVE TO CONDUCT an environmental (Phase 1 and/or Phase 2) survey prior to the execution of this Contract. Accordingly, this contract is not subject to any contingencies for any environmental violations or conditions.

16. **Notices.** All notices and other communications required or desired to be given hereunder shall be in writing, shall be delivered personally with receipt acknowledged, or via prepaid overnight air courier or other independent messenger service or express mail, each with receipt acknowledged, or via prepaid registered or certified mail, return receipt requested, addressed to the party for whom intended at its address set forth on the first page of this Agreement, and shall be effective upon delivery or refusal thereof as indicated on the return receipt. A copy of all such notices and other communications to Purchaser shall be addressed to Purchaser at the address listed above with a copy to David Cohen, Esq., 400 Garden City Plaza, Garden City, NY 11530. Notices and other communications to Seller shall be addressed to the address listed above with a copy to William Miller, 24 East Park Avenue, Long Beach, NY 11561. Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto in accordance herewith.

17. Intentionally Omitted

18. **Broker.** Purchaser represents and warrants to Seller that Purchaser has not dealt with any broker in connection with this transaction. Purchaser agrees to indemnify and hold harmless Seller from and against, including but not limited to, any claims, damages, judgments, penalties, fines, losses, costs, expenses or liability which may be incurred by Seller by reason of (a) the breach or falsity of the foregoing representation or any part thereof, and (b) any claim for brokerage or finder's commissions made by any broker who was acting on behalf of Purchaser who expressly or impliedly employed him as broker to bring about this

sale and who expressly or impliedly agreed to pay compensation to the broker for his services. The provisions of this Paragraph shall survive the Closing. Except as set forth above, Seller shall indemnify Purchaser from the claim of any broker claiming that he was acting on behalf of Seller. The provisions of this Paragraph shall survive the Closing.

19. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, executors, successors and assigns; provided, however, that no assignment hereof by Purchaser shall be valid without the prior written consent of Seller which may be withheld at Seller's sole discretion and without regard to any commercial standard.

20. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the law of the State of New York without reference to conflict of law rules. The provisions of this Section shall survive the Closing or other termination of this Agreement.

21. **Amendment.** No amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.

22. **Construction of Agreement.** This Agreement shall be construed and interpreted without reference to the principle that a contract is to be construed against the drafter thereof. It is acknowledged and agreed by the parties hereto that the provisions hereof have been drafted by both parties hereto through the course of negotiations.

23. **Agent Representations.** Seller is not liable or responsible for, or bound by brokers', agents', or other representatives' statements, set-ups, writing, or other representations to Purchaser or others, all of which, if any, are superseded by the provisions hereof.

24. **Merger; Entire Agreement.** It is understood and agreed that all undertakings and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, or warranty not embodied in this Agreement, made by the other. This Agreement and any Exhibits, Riders or Addenda attached hereto state the entire agreement between the parties and merges in this

Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and no force and effect.

25. **Press Releases**. Seller and Purchaser agree that no press releases concerning the transaction contemplated by this Agreement shall be made without the other's approval with respect to such press releases, subject, however to the provisions of Section 3.5 of this Agreement.

26. **No Recordation of Agreement.** Purchaser agrees that it will not at any time record this Agreement, or any memorandum, abstract or notice thereof. Anything herein to the contrary notwithstanding, if any instrument whatsoever recorded by Purchaser against the title to the Property or notice is given in contravention of this provision, such act shall conclusively and irrevocably be deemed to constitute an express waiver by Purchaser of any and all conditions to the obligation of Purchaser to complete this Agreement and the obligation of Purchaser to close this transaction shall thereupon become firm and unconditional. Further, Purchaser hereby irrevocably appoints Seller its true and lawful attorney-in-fact and agent (coupled with an interest) for the purposes of removing every such instrument from the title to the Property including the giving of any discharge or consent, the release of any filing or the assignment of any rights, pursuant to this Agreement; and this appointment shall survive the termination of this Agreement.

27. **Attorneys' and Other Fees.** Purchaser and Seller each shall pay its own attorneys', accountants', consultants, fees in connection with this Agreement and the Closing of the sale of the Property.

28. **Unenforceable Provisions.** In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

29. **Counterparts.** This Contract of Sale and any Rider(s) thereto may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one instrument. This Contract of Sale and any Rider(s) thereto and any counterpart original may be executed and transmitted by facsimile and/or e-mailed. The facsimile and/or e-mail signature shall be valid and acceptable for all purposes as

if it were an original.

30. **Waiver of Jury Trial**. The parties each hereby waive any right to trial by jury in any litigation arising out of this Agreement.

31. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract.

32. Purchaser shall be given reasonable access to the premises by Seller upon prior reasonable notice between contract and closing for the purpose of taking measurements.

33. No fixtures or equipment included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to closing. Any such fixtures or equipment are included in this sale without representation or warranty of any nature or kind and without consideration therefore. Purchaser agrees to indemnify and hold Seller harmless from and against any and liability with respect to any sales taxes. This provision shall survive closing.

34. **Section 1031 Provision.** Seller reserves the right to include this transaction as part of an IRC, Section 1031 tax deferred exchange for the benefit of Seller, at no cost, expense or liability to Purchaser. Purchaser further agrees to execute any and all documents (subject to the reasonable approval of Purchaser's counsel) as are reasonably necessary in connection therewith, provided that the close of this transaction for the conveyance of Seller's property shall not be contingent upon or subject to the completion of such exchange. Purchaser understands and acknowledges that the Seller is participating in a tax deferred exchange program. Seller agrees to indemnify and hold Purchaser free and harmless from any cost, expense or liability resulting from Purchaser's participation in such exchange.

Pursuant to Treasury Regulation Section 1.1031(k)-1(g)4(v), Seller hereby notifies Purchaser that as part of Seller's 1031 exchange, Seller may assign the rights but not the obligations of this agreement to a qualified intermediary, who may effectuate the 1031 exchange on Seller's behalf. Purchaser hereby acknowledges receipt of notice of this assignment.

35. **Mortgage Contingency**. Purchasers position in this contract is conditioned upon Purchaser obtaining a loan in the amount of $400,000.00. Purchaser shall have 45 days from the date hereof to provide to Sellers attorney proof of said mortgage being secured. If said proof is not obtained within said 45 day period then either party may cancel this contract.

36. **Holdover**. Seller shall have the option to stay in possession of the premises for a period of 30 days post closing. The rent shall be equal to the Purchasers mortgage payment, taxes and interest for the days Seller stays in possession. Sellers attorney shall hold the sum of $5,000.00 in escrow to insure Seller vacates within said 30 days. If seller fails to vacate within said period then Sellers attorney shall pay the sum of $500.00 per day for each day Seller stay past said 30 day period. The condition of the premises on the day possession is tendered shall be the same as the day of closing, reasonable wear and tear excepted.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

_____

Gabriel 68 East Merrick Road, LLC
By: Joseph Salemi, Member

PURCHASER:

_____

68 East Merrick Road Management, Corp.
By:

Exhibit A Description of Land

DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Freeport, Town of Hempstead, County of Nassau and State of New York and being more particularly designated and described as Lot 135, Block A, Section 62 on the Nassau County Land and Tax Map, excepting there from any portion of the premises taken by the County of Nassau for the widening of East Merrick Road; which said plot, according to a survey made by Baldwin & Cornelius Co., dated November 28, 1960, is described as follows:

BEGINNING at a point on the present southerly side of Merrick Road, also known as East Merrick Road, as widened, distant 38.41 feet westerly from the corner formed by the intersection of the aforesaid southerly side of East Merrick Road, as widened, with the westerly side of Gold Street;

RUNNING THENCE from said point of BEGINNING running south 06 degrees 55' west 97.29 feet;

RUNNING THENCE south 81 degrees 42' east a distance of 38.30 feet to the westerly side of Gold Street;

RUNNING THENCE south 06 degrees 55' west along the westerly side of Gold Street a distance of 35 feet;

RUNNING THENCE north 83 degrees 05' west 60 feet;

RUNNING THENCE north 06 degrees 55' east 128.47 feet to present southerly side of East Merrick Road, as widened;

RUNNING THENCE easterly along present southerly side of East Merrick Road, as widened, and along the arc of a curve bearing to the right having a radius of 1490.89 feet a distance along said arc of 21.75 feet to the point or place of BEGINNING.

Exhibit B Schedule of Tenant Leases

There are no Leases.

Exhibit C Schedule of Service Contracts

There are no service contracts related to the Premises.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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

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

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

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

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

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

As used in this Appendix EE **"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.

Rule:

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:

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed

Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(i) 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.

(j) 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.

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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.

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Joseph Calvagno (Name)

[redacted] (Address)

[redacted] (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) _____ (HAS NOT) 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) _____ (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.

5/1/2026
Dated

Signature of Chief Executive Officer

JOSEPH CALVAGNO
Name of Chief Executive Officer

Sworn to before me this

1ST day of May, 2026.

Notary Public

CRAIG ROBERTS
Notary Public, State of New York
No. 4620421
Qualified in Nassau County
Commission Expires June 30, 2027

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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno [ALLCOUNTYTOWS@AOL.COM]

Dated: 03/19/2026 12:06:42 pm

Vendor: All County Hookup Towing

Title: president

Rev. 3-2016

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: 07/30/2025

1) Proposer's Legal Name: All County Hook-Up Towing

2) Address of Place of Business: [redacted]

City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520

Country: US

Address: [redacted]

City: Island Park State/Province/ Territory: NY Zip/Postal Code: 11558

Country:

Start Date: 03/01/2001 End Date:

[redacted]

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

Share office space with Ogden Brothers Collision Inc. d/b/a/ All County Auto Body

8) Does this business control one or more other businesses?
YES [ ] NO [X] 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 [X] NO [ ] If yes, please provide details:

Joseph Calvagno is 100% owner of Ogden Brothers Collision
Joseph Calvagno is 100% owner of White Tail Farms
Joseph Calvagno is 100% owner of Car Kraft Autobody
Joseph Calvagno is 100% owner of All County Towing & Autobody
Joseph Calvagno is 100% owner of Bayview Real Estate Management
Joseph Calvagno is only affiliated with these companies through common ownership

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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.

Report the problem to the County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting 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.

I would report the conflict to the County.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/27/2005

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.

Joseph Calvagno
[redacted]

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

Joseph Calvagno
[redacted]ue
Bellmore, NY 11710

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

24

vi) Annual revenue of firm;

638038

vii) Summary of relevant accomplishments

Various towing accomplishments throughout the years

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

15

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

Certifications from Wreckmaster in towing proficiency

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	Smithtown Nissan		
Contact Person	Don		
Address	535 Middle Country Road		
City	St. James	State/Province/Territory	NY
Country	US		
Telephone	(631) 361-9560		
Fax #			
E-Mail Address	don@smithtownnissan.com		

Company	Rallye Acura		
Contact Person	Gene		
Address	1750 Northern Boulevard		
City	Roslyn	State/Province/Territory	NY
Country	US		
Telephone	(516) 361-9560		
Fax #			
E-Mail Address	gene@rallyeacura.com		

Company	Legend Auto Group		
Contact Person	Whitey		
Address	158 Merrick Road		
City	Amityville	State/Province/Territory	NY
Country	US		
Telephone	(631) 691-7706		
Fax #			
E-Mail Address	whitey@legendauto.com		

I, Joseph Calvagno , 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, Joseph Calvagno , 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: All County Hookup Towing Inc.

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno ALLCOUNTYTOWS@AOL.COM

president
Title

07/30/2026 10:10:06 am
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: Joseph Calvagno
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: NY Zip/Postal Code: 11710
   Country: US

   Business Address: [redacted]

   City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520
   Country US
   Telephone: 5163789486

   Other present address(es):

   City: Freeport State/Province/ Territory: NY Zip/Postal Code: 11520
   Country: US
   Telephone: 5163789486

   List of other addresses and telephone numbers attached

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

President	09/27/2005	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.

   100%

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 [X] 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 [X] NO [ ] If Yes, provide details.

Ogden Brothers Collision
All County Towing & Autobody
Bayview Real Estate Management
Car Kraft Autobody
White Tail Farms

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 [X] NO [ ] If Yes, provide details.

Towing contracts with New York State through Ogden Brothers Collision, Inc.

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

I, Joseph Calvagno , 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, Joseph Calvagno , 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.

All County Hookup Towing

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno ALLCOUNTYTOWS@AOL.COM

president

Title

07/30/2026 09:41:10 am

Date

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ALL COUNTY HOOK UP TOWING INC
66 EAST MERRICK ROAD
FREEPORT, NY 11520

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516-452-9505

1c. Federal Employer Identification Number of Insured or Social Security Number
7[redacted]2

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
07/10/2026 to 07/09/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/16/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2026

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	CONTACT NAME: Certificates of Insurance	
ASZ International, Inc. PO Box 21 White Plains NY 10605	PHONE (A/C, No, Ext): (800) 694-0279	FAX (A/C, No): (800) 926-9279
	E-MAIL ADDRESS: coi@aszinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ERIE INS CO	26263
INSURED All County Hook-Up Towing, Inc. dba All County Towing and Recovery 66-70 E MERRICK RD FREEPORT NY 11520-4036	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			[redacted]9	12/08/2025	12/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp ☒ Collision	Y	Y	Q[redacted]	12/08/2025	12/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Collision Ded:	$ 1,000,000 $ $ $ $ $5,000 - ACV
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			[redacted]	12/08/2025	12/08/2026	EACH OCCURRENCE AGGREGATE [blank]	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Motor Truck Cargo Garage Keepers / On-Hook			[redacted]	12/08/2025	12/08/2026	Limit: Limit: Deductible:	$250,000 ALS $500/$2,500

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

Policies shown are subject to terms, conditions, exclusions, sub-limits, and deductibles not listed on this certificate. We recommend that requests for policy copies be directed to the Named Insured shown above.

"Nassau County as additional insured"

CERTIFICATE HOLDER

Nassau County
One West Street
Mineola NY 11501

CANCELLATION

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

Christopher Zettl

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COUNTY OF NASSAU

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

1. Name of the Entity: All County Hook-Up Towing

Address: [redacted]

City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520

Country: US

2. Entity's Vendor Identification Number: 7[redacted]

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded: Joseph Calvagno.docx

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.

Joseph Calvagno
[redacted]
100% owner

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.

Joseph Calvagno is 100% owner of Ogden Brothers Collision
Joseph Calvagno is 100% owner of White Tail Farms
Joseph Calvagno is 100% owner of Car Kraft Autobody
Joseph Calvagno is 100% owner of All County Towing & Autobody
Joseph Calvagno is 100% owner of Bayview Real Estate Management
Joseph Calvagno is only affiliated with these companies through common ownership

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 [X]

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

70 E Merrick Road

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Joseph Calvagno [ALLCOUNTYTOWS@AOL.COM]

Dated: 07/30/2026 10:13:07 am

Title: president

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.

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 743067002
ALL COUNTY HOOKUP TOWING INC DBA
ALL COUNTY TOWING AND RECOVERY
70 E MERRICK ROAD
FREEPORT NY 11520

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
ALL COUNTY HOOKUP TOWING INC DBA ALL COUNTY TOWING AND RECOVERY 70 E MERRICK ROAD FREEPORT NY 11520	NASSAU COUNTY ONE WEST STREET MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
[redacted]	[redacted]	05/01/2026 TO 05/01/2027	3/19/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2099 807-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 522090970

U-26.3