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KEITH H. ARCHER*
PAUL J. BLOOM
JOHN A. HARRAS (RETIRED)
LINDA S. AGNEW**

COUNSEL
TARA D. McDEVITT

ASSOCIATE
ANDREW S. FILIPAZZI

* Also Admitted in CT

** Also Admitted in NJ

245 PARK AVENUE
39TH FLOOR
NEW YORK, NEW YORK 10167
Not For Service of Legal Papers

OF COUNSEL
KEVIN J. KELLY ***
RONALD J. DeVITO
*** Only Admitted in PA

March 3, 2022

Via email:

Mayor Pamela D. Panzenbeck and
Members of the Glen Cove City Council
City of Glen Cove
9 Glen Street
Glen Cove NY 11542

Re: **Garvies Point Waterfront Redevelopment Project**

Dear Mayor Panzenbeck and City Council Members:

We are pleased that you have asked Harras Bloom & Archer LLP to serve as your counsel.

Engagement letters traditionally have been used by our firm to clearly set forth the scope of representation afforded to you and your obligation for payment to our firm. We have come to appreciate that it is preferable to have these matters understood and agreed to by our clients at the commencement of our representation. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. If you have any questions about these provisions, or if you would like to discuss modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. **Client Scope of Representation.** Our client in this matter will be the City of Glen Cove (the Client). Harras Bloom & Archer LLP is being retained as Special Counsel to the Planning Board of the City of Glen Cove in connection with the Garvies Point Waterfront Redevelopment Project. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. This Agreement does not obligate us to commence a lawsuit or other legal proceeding absent a separate, written Agreement between the parties.

2. **Terms of Engagement.** Either of us may terminate the engagement at any time for

HARRAS BLOOM & ARCHER LLP

Page 2 of 3

City of Glen Cove
March 3, 2022

any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter. Unless previously terminated, Harras Bloom & Archer LLP's representation of you will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to Harras Bloom & Archer LLP which is retained by us will be kept confidential in accordance with the applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us.

You are engaging Harras Bloom & Archer LLP to provide legal services in connection with the specific representation as set forth above. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of the representation to provide additional advice on issues arising from the representation, Harras Bloom & Archer LLP has no continuing obligation to advise you with respect to future legal developments.

3. **Fees and Expenses.** For legal services rendered, Harras Bloom & Archer LLP will be compensated on an hourly basis. Our fees will be based on the billing rate for each attorney and legal assistant devoting time to this matter. Paul J. Bloom will be the attorney from the firm who will have primary responsibility to engage with the Planning Board, including attendance at all executive sessions.

Our billing rates for attorneys and assistants are as follows:

Partners	\$ 495.00
Counsel	\$ 435.00
Associates	\$ 400.00
Paralegals	\$ 120.00

These billing rates are subject to change from time to time, but not more often than once per year.

Our representation and billing shall commence upon receipt of this signed retainer agreement and payment of the initial retainer. We anticipate billing monthly. We will include on our bills charges for expenses such as postage, messenger and overnight courier services, conference calls, and search and filing fees. Fees and expenses of others (such as outside experts, consultants, and other non-legal professionals) generally will not be paid by us but will be billed directly to you. We will not engage any outside experts, consultants, or other legal professionals without first obtaining the Client's approval.

HARRAS BLOOM & ARCHER LLP

Page 3 of 3

City of Glen Cove
March 3, 2022

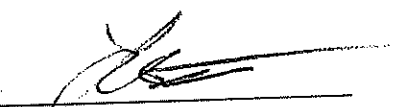
4. **Arbitration.** Harras Bloom & Archer LLP and the Client further agree that in the event a dispute should arise as to the Attorney's fees for legal services, they will resolve the fee dispute by arbitration conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts (22NYCRR 137) in the County of Suffolk through the Attorney-Client Fee Dispute Resolution Program of the Tenth Judicial District, regardless of the amount of the fee that is in dispute. The Client and the Attorneys hereby agree to be bound by the decision of the arbitrator(s) and agree to waive their rights to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed. Harras Bloom & Archer LLP and the Client understand that neither are required to agree to waive their rights to seek a trial *de novo* under Part 137. This Agreement does not foreclose the parties from attempting to resolve a fee dispute at any time through voluntary mediation. A copy of the Fee Dispute Resolution Program rules, as well as the Statement of Client's Rights and the Statement of Client's Responsibilities are being provided to you with this agreement.

Once again, we are pleased to have this opportunity to work with you. If you have any questions or comments during the course of our representation, please call me at (631)393-6220.

Very truly yours,

HARRAS BLOOM & ARCHER LLP

By:


Linda S. Agnew

Enclosures

AGREED AND ACCEPTED:

Pamela D. Panzenbeck for the City of Glen Cove Date

ANKER'S ELECTRIC SERVICE, INC
10 SOUTH FIFTH STREET P.O. Box 378
LOCUST VALLEY, NEW YORK 11560
TEL. (516) 676-1333 Fax 516-676-7166

67

Craig Johansen
President
cjanker57@hotmail.com

Denis O'Regan
Vice President
denisoregan3@aol.com

PROPOSAL

March 1, 2022

Vinny Martinez
Supervisor, Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: DPW Generator

Install ATS supplied by owner.

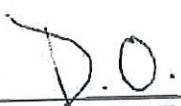
Extend conduit from existing generator set to new location outside.

Pull new conductors from ATS to new generator set.

Install second conduit from ATS to new generator set for control wires.

Due to increase in copper and conduit.

Estimated Cost for Labor and Material: \$24,250.00



Denis O'Regan
Vice President

Accepted/Date
City of Glen Cove

DO/eg

CC: Liz Mestres



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

BUDGET TRANSFER FO

6E

DEPARTMENT: EMS A4540

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A4540-51101	Annual Salaries	\$37,164.00	
A4540-51140	Overtime	\$2,775.00	
A4540-51154	Night Differential	\$1,125.00	
A9010-57168	Health & Dental Insurance	\$12,500.00	
A4540-51120	Hourly		\$53,564.00

Reason for Transfer:

Creation of a new Full Time EMT Advanced employee grade 11 step 0, to cover the salary requirement and health benefits

Department Head Signature: 

Date: 2-23-2022

City Controller Approval: 

Date: 2/23/22

City Council Approval -- Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

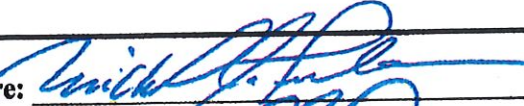
Department: GOLF COURSE

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H7180-42680-2202	INSURANCE RECOVERIES - IDA	\$195,672.92	
H7180-52240-2202	DRIVING RANGE IMPROVEMENT		\$195,672.92

Reason for Amendment:

TO ACCEPT INSURANCE PROCEEDS RELATED TO
PROPERTY DAMAGE TO THE GOLF COURSE DRIVING RANGE
RESULTING FROM THE IMPACTS OF HURRICANE IDA

Department Head Signature:  Date: FEBRUARY 23, 2022

City Controller Approval:  Date: FEBRUARY 23, 2022

City Council Approval-Resolution Number: _____ Date: _____

FIRE SPRINKLER SIGNATURE PAGE

02/25/22 To 02/24/23

****For your convenience, please sign and return only the yellow copy of the sign with your payment.**

Customer Name: Glen Cove Senior Center Site Name: Glen Cove Senior Center

AMOUNT DUE: \$650.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542

Fire Sprinkler System(s):

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System(s) at the site address.

****We require the following information in order to perform testing and maintenance.**

Alarm Company Name: Telstar Security

Telephone Number: 1-516-676-7700

Alarm Company Policy #: _____

Alarm Company ID# for each system (or code name) _____

***ACCEPTANCE BY OWNER:**

ACCEPTANCE BY MACCARONE PLUMBING INC.

2/17/22
DATE

DATE

*****If there are changes to page one, please complete below with the correct information*****

Customer Name: _____

Customer Street: _____

Customer City, State, Zip: _____

Customer Phone Number: _____

Customer Fax Number: _____

Contact Name: _____

Contact Email: _____

Customer owns or occupies site known as:

Site Name: _____

Site Street: _____

Site City, State, Zip: _____

Site Phone Number: _____

Site Fax Number: _____

Site Contact Name: _____

Site Contact Email: _____

***PAYMENT METHOD:**

I would like to use the payment method selected below (Select One):

☐ Check or Money Order: **Made payable to Maccarone Plumbing, Inc.**

☐ Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears
on Credit Card: _____

Account#: _____

Expiration Date: _____ / _____

Security Code/V-Code: _____

I authorize Maccarone Plumbing Inc. to charge my account as specified above and my financial institution to debit these payments from the account provided.

Signature (required): _____

Date: _____, 20____

For Office Use Only
MPI Job#: _____



MAIN OFFICE
10 SEA CLIFF AVE.
GLEN COVE, NY 11542
T: 516-671-3232 (8AM-5:00PM)
T: 516-674-1553 (AFTER HOURS)
FAX: 516-671-3239

NEW YORK CITY
199-02 32ND AVENUE
FLUSHING, NY 11358
T: 718-634-3500

maccaroneplumbing.com

FIRE SPRINKLER CONTRACT
Inspection, Testing and Maintenance Contract
For Wet and Dry Pipe Automatic Fire Sprinkler Systems
02/25/22 to 02/24/23

This agreement made between Maccarone Plumbing Inc. and

Customer Name: Glen Cove Senior Center

Customer Street: 130 Glen Street

Customer City, State, Zip Glen Cove, NY 11542

Customer Phone Number: 759-9610

Customer Fax Number: 759-5331

Contact Name: Christine Rice

Contact Email: crice@glencoveny.gov

1. Customer owns or occupies site known as:

Site Name: Glen Cove Senior Center

Site Street: 130 Glen Street

Site City, State, Zip: Glen Cove, NY 11542

Site Phone Number: 759-9610

Site Fax Number: 759-5331

Site Contact Name: Christine Rice

Site Contact Email: crice@glencoveny.gov

*****If changes need to be made to the above information, please make corrections on the yellow signature page located in the back of this contract on the space provided. *****

Fire Sprinkler System(s):

Where there is installed **(1) 4" Wet Pipe Automatic Sprinkler System(s)** at the referenced address.

2. Maccarone Plumbing Inc. shall inspect said mechanical installation (4) times per year and shall report to the Customer all needed items of maintenance, repairs, and replacements, which in the judgment of Maccarone Plumbing Inc. to be necessary. Maccarone Plumbing Inc. will also post an inspection card on premises for review by the local jurisdiction and your insurance company personnel.
3. This agreement is limited to inspections, testing, and maintenance; **it does not include** alterations, repairs, and/or replacements to the automatic sprinkler equipment, unless otherwise noted on this agreement. Any repairs, alterations and/or replacements shall be made by Maccarone Plumbing Inc. upon Customers order and acceptance by Maccarone Plumbing Inc. (***except as noted herein**).
4. Maccarone Plumbing Inc. may enter at all reasonable times any part of said premises for the purpose hereof. All work is to be performed during normal working hours.

MACCARONE PLUMBING WILL PERFORM THE FOLLOWING SCHEDULED MAINTENANCE AT THE INTERVALS STATED BELOW:

QUARTERLY

Quarterly service includes a visual inspection of the following:

- a) Fire Department Connections
- b) Control Valves
- c) Alarm Valve
- d) Spare Sprinkler Heads and Emergency Head Wrench
- e) Alarm Devices
- f) Pressure Readings
- g) Dry Pipe Valves
- h) Trim Valves

ANNUALLY

Inspections, testing and maintenance of the following:

- a) A Water Flow Test Will Be Performed And The Results Recorded
- b) Test The Water Motor Alarm
- c) Inspect the Fire Department Connection and Related Equipment
- d) Inspection of Signage
- e) Exercise All Sprinkler Control Valves
- f) Conform That The Hydraulic Information Plate is Attached to The Riser If Applicable
- g) Check Priming Water on The Dry Valve If Applicable
- h) Test quick opening device if applicable
- i) Test the Supervisory Switches On The Control Valves
- j) A Visual Inspection of All Sprinkler Heads and Pipe Hangers For Defects

- k) Before Freezing Weather, Inspect the Building to Assure Exterior Wall Openings Will Not Expose Wet Sprinkler Piping To Freezing Temperatures.
- l) Lubricate and operate all Above Ground Sprinkler Control Valves
- m) Exercise Underground Control Valves If Necessary
- n) Clean Strainers as Required
- o) Inspect Interior of The Dry Valve If Applicable
- p) Perform Partial Trip Test of The Dry Pipe Valve System
- q) Drain All Low Point Drain Valves
- r) Drain All Drum Drips
- s) Provide Written Reports of Inspection to The Customer

PAYMENT:

The customer agrees to pay the Contract Price in the amount of \$650.00 per year.

**Contract Prices are subject to yearly increases.*

Customers to be notified thirty (30) days prior to the renewal date of this contract.

RATES:

Repairs and part replacements as well as emergency service calls will be charged to the Customer's account at the following rates:

MATERIAL @ 5% off list price

LABOR:

Regular Time	\$ 165.00 Per Hour
Overtime	\$ 247.50 Per Hour

**Labor rates are subject to yearly increases. Customer to be notified thirty (30) days prior to the renewal date of the contract. Weekly testing and inspection procedures will be the responsibility of the building owner or tenant. Maccarone Plumbing Inc. will instruct building personnel as to these procedures during the first annual maintenance and testing visit.*

TERMS AND CONDITIONS:

- a. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.
- b. Customer is required to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system.
- c. This agreement takes effect on the date of acceptance by Maccarone Plumbing Inc. as indicated below and continues in effect for (1) one year
- d. Maccarone Plumbing Inc. reserves the right to cancel as inspection contract, without prior notification for:
 - 1.) Customer's non-payment of any invoices payable to Maccarone Plumbing Inc. within the terms of net 10 days
 - 2.) Sprinkler system shut down for more than thirty (30) consecutive days
 - 3.) Unable to access building or areas where sprinkler system is located for more than (2) consecutive months.

- e. This agreement is not transferable to future occupants, owners or agents of said site, and is automatically cancelled when/if the Customer relocates.
- f. Maccarone Plumbing Inc. is responsible for its errors or acts of negligence and shall carry appropriate insurance to cover such liability. The customer agrees to limit Maccarone Plumbing Inc.'s liability to the customer and to all other parties connected with the customer, such that the total aggregate liability of Maccarone Plumbing Inc. to the Customer and others, due to Maccarone Plumbing Fire Sprinkler's negligent acts, errors or omissions, shall not exceed the amount listed on the current Certificate of Insurance.
- g. Customer does hereby indemnify Maccarone Plumbing Inc. in connection with the loss of life, bodily or personal injury or property damage arising directly or from the installation, maintenance, use, repair, alteration, operation and replacement of the automatic fire sprinkler system and associated devices as described in this contract located at 130 Glen Street including associated piping, valves and other components thereof, excepting only however, any suits, actions, damages, claims, liability costs and expenses, including reasonable attorney's fees directly incurred by reason of the gross negligence or willful misconduct of Maccarone Plumbing Inc.
- h. Excludes-Fire Pump Testing.

66

Contract for Services

This contract for the personal services of musicians, made this 16th day of February, 2022, between the undersigned Employer (hereinafter called the Employer) and History of Rock n Roll (represented by John Pinna (hereinafter called Employees)).

Witnessed that the Employer hires the Employees as musicians severally on the terms and conditions below. The Leader represents that the Employees already designated have agreed to be bound by said terms and conditions. The Employees severally agree to render collectively to the Employer services as musicians and as the band known as 'History of Rock n Roll'.

Name and contact information of Employer:

Jacqueline Tecce, 516-759-9610, jtecce@glencoveny.gov

Name and address of place of engagement:

Glen Cove Senior Center, 130 Glen St A, Glen Cove, NY 11542

NOTE: Employer needs to inform the Employee of any Sound or Noise ordinances which could affect the performance at the place of engagement.

Date of employment:

04/27/2022

Hours of employment:

06:00 PM to 08:00 PM (2 hours hours)

NOTE: Start time to be coordinated with On-Site Event Manager. A request for an extension of services may be granted at the rate of 600.00

Setup time:

04:00 PM

NOTE: Require at least of setup time prior to show.

Intermission(s):

Coordinate with Event Manager

Type of engagement (Wedding, Dance, etc.):

Private Party



Wage agreed upon: \$900.00

Payment:

- Check: MJB Administrative Services, 40 W. Oak St, Farmingdale, NY 11735

Balance: \$900

Due: In accordance with City of Glen Cove payment policy

Method: Check

The Employees will provide a sound and equipment.

Employer's Name (print):

Employer's Signature:

Date:

Band Leader's Name (on behalf of History of Rock n Roll):

Leader's Signature:

Date:

Signed and Executed on this Date:



1-888-926-2766

Start Date: 02/24/22

Rep Name: _____

Rep Phone: _____

6H

BEVERAGE SERVICE AGREEMENT

C2346889

Account #

City of Glen Cove - Senior Center

Account Name

9 Glen Street Glen Cove NY 11542

Billing Address

130 Glen Street

Shipping Address

Glen Cove

NY

11542

City

State

Zip

Stephanie Soter

Contact Name

Room #

Floor #

516.759.9610

Tele #

Ext#

Fax #

Number of Employees

EQUIPMENT:

Quantity	Stock	Description (Include # of thermoses/glass pots)	Rental Fee, Lease Terms, or Purchase Price
3	TPLBPO1SHS	Oasis™ Atlantis Water Cooler, Hot/Cold, White, 38 11/16"	\$0.78 (Rockland County BID 18-094)

Customer agrees to purchase all product used in association with the equipment listed above from W.B. Mason, including; coffee, sweeteners, creamers, cocoas, teas, cups, napkins, cutlery, plates and paper towels.

In consideration of the equipment provided, customer agrees to the coffee pricing and minimum monthly purchase as described below.

COFFEE PRICING:

Description	Price	Minimum Monthly Purchase
BLZ-H2O5G	\$2.39 (Rockland County BID 18-094)	12+

Coffee prices may fluctuate with market.

DEMO

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the customer.

SALE

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

WAIVER OF LIABILITY-W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the Customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and deinstallation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:

Limited Warranty-Rental Agreement. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the any products or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/or services. WB Mason reserves the right to apply and/or change a rental fee on any equipment provided after the initial year of the agreement.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, in unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customers facility including offices and/or location (collectively "*Water Damages*") (c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customers facility offices and/or location involves the risk of the Customer incurring or suffering *Water Damages* as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that *Water Damages* will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to protect W.B. Mason from all such claims for *Water Damages* that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such *Water Damages* at the Customers facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for *Water Damages* that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that neither the Customer nor its agents, servants or employees will make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any *Water Damages* are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that Customer agrees to defend and hold harmless W.B. Mason, its servants, agents or employees from all claims, suits, judgements, damages losses, and expenses including reasonable legal fees and costs, arising directly or indirectly, in whole or in part, from any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iv) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any *Water Damages* of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses, claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for *Water Damages*, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement. In the event the equipment provided by W.B. Mason to the Customer is a pressure type, the Customer agrees to shut off all water at the valves leading to pressure cooler/equipment whenever the Customer leaves its facility, office and/or location unattended.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction *Water Damages* as defined above) claims, demands, suits, or action (collectively a "*Claim*") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, including without limitation, attorneys fees and disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including" (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason failure provide products, complete any work or perform any services required to be done by W.B. Mason hereunder (c) the negligent or wrongful conduct of W.B. Mason or any of its subcontractors relative to any products provided by W.B. Mason to the Customer hereunder any work done, or services performed by W.B. Mason for the Customer during the term of this Agreement including W.B. Mason or any subcontractors respective agents, servants or employees (d) W.B. Mason failure to comply with any applicable law rules or regulation or permit in connection with any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; but excepting from the foregoing to the extent any such *Claim* or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any *Claim* or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement. Except as otherwise provided herein, the Customer shall at its own cost and expense defend any such Claim which may be asserted or commenced against W.B. Mason by reason of or in connection with of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement. The Customers indemnity and hold harmless obligations to W.B. Mason under this paragraph shall survive expiration, termination, or cancellation of this Beverage Services Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)

Customer (Signature)

Print Name

Ben Johnston
Ben Johnston

Digitally signed by Ben Johnston
DN: cn=Ben Johnston, o=W.B. Mason Co, ou=Sales,
email=ben.johnston@wbmason.com, c=US
2021.09.08 16:32:30 -0400

W.B. Mason Account Executive (Signature)

Print Name

OCS Specialist (Signature)

Print Name

Print Name

Sales Representative:

Customer Service Representative:



ALTA INDUSTRIAL EQUIPMENT MI LLC
13211 MERRIMAN ROAD
LIVONIA MI 48150

REMIT TO: ALTA INDUSTRIAL EQUIPMENT NEW YORK LLC
P.O. BOX 22452
NEW YORK, NY 10087-2452

SERVICE INVOICE

ALTA MATERIAL HANDLING
845 SOUTH 1ST STREET
RONKONKOMA NY 11779
800-395-4456

INVOICE TO:

GLEN COVE FIRE DEPT.
#10 GLEN COVE AVE.
ATTN: RODNI LEFTWICH
GLEN COVE NY 11542

WORK SITE:

GLEN COVE FIRE DEPT.
#10 GLEN COVE AVE.
ATTN: RODNI LEFTWICH
GLEN COVE NY 11542

6M

INVOICE NO SS7/15341	CUSTOMER NO BP0094125	CUSTOMER PO Door Service	INVOICE DATE 3/2/2022	PAYMENT TERMS NET 30 DAYS
SALESPERSON: CONTACT: Charlie			SERVICE ORDER : DDO003238 REF :	

PROJECT (ALLIED) MODEL: DCKDOR CUST UNIT: UNIT:

SEGMENT : 10 2/28 - Door service for OHD OVERHEAD DOOR CUSTOMER DOCK AND DOOR

SEGMENT TYPE: Chargeable

PROJECT (ALLIED) MODEL: DCKDOR CUST UNIT: UNIT:

WORK SITE: GLEN COVE FIRE DEPT. #10 GLEN COVE AVE. ATTN: RODNI LEFTWICH GLEN COVE NY 11542

LOCATION :

WORK DESCRIPTION:

2/28
OHD is not working. Cable snapped. Door #10
Contact: Charlie 516-676-0366

CAUSE:

BROKEN CABLE AND BAD PULLEY.

CORRECTION:

INSTALLED 2 NEW 4" PULLEYS. ALSO INSTALLED 14' OF 5/32 CABLE.
CHECK FOR PROPER OPERATION. JOB COMPLETE

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
	CABLE, 5/32" P/FT	14.00	2.00		28.00
	4" SHEAVE PULLEY KITS	2.00	5.35		10.70
MISC	TRIP CHARGE	1.00	156.00		156.00
LABOR					234.00

SEGMENT 10 TOTAL:

38.70 PARTS 234.00 LABOR 156.00 MISC. 0.00 TAX 428.70 TOTAL



MATERIAL HANDLING

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SALESPERSON: CONTACT: Charlie			SERVICE ORDER : DDO003238 REF :	

PARTS	38.70
LABOR	234.00
MISC.	156.00
SALES TAX	0.00
TOTAL INVOICE	428.70

TOTAL IF PAID AFTER DUE DATE

435.13

Terms and Conditions

1. General. These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Equipment Company ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.
2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point. Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. A replaced part shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent. Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.
5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void. Seller may assign any of its rights or delegate any of its duties hereunder.
6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.
7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.
9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.
10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.