

Board of Trustees Agenda

VILLAGE OF MAMARONECK BOARD OF TRUSTEES WORK SESSION AGENDA

April 24, 2024 AT 5:15 PM - Courtroom - 169 Mount Pleasant Avenue

**NOTICE OF FIRE EXITS AND REQUEST TO
SILENCE ELECTRONIC DEVICES**

ATTENDANCE

OPEN MEETING

1. OLD BUSINESS

- A. Washingtonville Neighborhood Public Health Study (Board of Trustees) - No backup
- B. Removal of Portable Cameras

2. NEW BUSINESS

- A. Intermunicipal Agreement with Westchester County to for the Mobile Antenna Radio System (MARS) Equipment Replacement and Mobile Radio Update
- B. Auditing services for 23-24 , 24-25, 25-26

3. ITEMS FOR TONIGHT'S REGULAR MEETING

- A. Conducting a Storm Drainage Analysis Study for the Washingtonville Neighborhood and Industrial Area
- B. Travel Authorization to Attend Mid Atlantic Law Enforcement Executive Development Seminar
- C. Lease of Additional Storage Space at 650 Halstead Avenue
- D. Sportime

ADJOURN

ANY HANDICAPPED PERSON NEEDING SPECIAL ASSISTANCE IN ORDER TO ATTEND THE MEETING SHOULD CALL THE VILLAGE MANAGER'S OFFICE AT 914-777-7703

All Board of Trustee Regular, ZBA, Planning Board, and HCZM Meetings are Broadcast Live on LMC-TV:

Verizon FIOS Channels 34, 35 & 36

Cablevision Channels: 75, 76 & 77

And Streamed on the Web: www.lmc-tv.org

Village of Mamaroneck, NY

Item Title: Washingtonville Neighborhood Public Health Study (Board of Trustees)

Item Summary: Washingtonville Neighborhood Public Health Study (Board of Trustees) - No backup

Fiscal Impact:

Village of Mamaroneck, NY

Item Title: Removal of Portable Cameras

Item Summary: Removal of Portable Cameras

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
DPW Response	4/18/2024	Cover Memo
VMPD Response	4/18/2024	Cover Memo

Daniel Sarnoff

From: Courtney Wong
Sent: Wednesday, April 17, 2024 9:16 AM
To: Daniel Sarnoff
Subject: FW: LVT Cameras - Rivers

Thanks,
Courtney



Courtney Brooke Wong
Secretary to Village Manager
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

Phone 914-777-7703
Fax 914-777-7760
E-mail cwong@vomny.org

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From: James Barney <jbarney@vomny.org>
Sent: Wednesday, April 17, 2024 6:52 AM
To: Courtney Wong <cwong@vomny.org>
Subject: RE: LVT Cameras - Rivers

Public Works uses the cameras to observe river height and get a view of common choke points so we can plan deployment of resources and monitor potential flooding conditions. We also use them during the winter to keep an eye on snow cover where the cameras are placed.

James Bamey
General Foreman
Public Works
Village of Mamaroneck
(914)351-6380



From: Courtney Wong <cwong@vomny.org>
Sent: Wednesday, April 10, 2024 2:01 PM
To: Department Heads <DepartmentHeads@vomny.org>
Cc: Daniel Sarnoff <dsarnoff@vomny.org>
Subject: LVT Cameras - Rivers

Hi all,
Please let us know how you are using the LTV Cameras, your opinion on the effectiveness, and how not having them would impact your operations (major impact or if it is minimal.)
If this does not pertain to your department you may disregard.

Thank you,
Courtney



Courtney Brooke Wong
Secretary to Village Manager
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

Phone 914-777-7703
Fax 914-777-7760
E-mail cwong@vomny.org

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Daniel Sarnoff

From: Chief Sandra DiRuzza
Sent: Wednesday, April 10, 2024 2:45 PM
To: Courtney Wong
Cc: Daniel Sarnoff
Subject: RE: LVT Cameras - Rivers

Courtney

When the cameras were positioned to view water levels, I did find them useful when I was not at work/driving around. I would check them versus calling the Lieutenants/Sergeants for an update. Since the PD is a 24 hour operation, we always "have eyes" on the water levels, so the removal of the cameras overall would have minimal impact.

I have been using the one on Hoyt at Fenimore and in the salt shed lot to monitor traffic due to the bridge closure. This could probably be accomplished by adding those areas to the existing Village cameras posted throughout the village.

Thanks

Regards,

Chief Sandra DiRuzza

Village of Mamaroneck Police Department
169 Mt. Pleasant Avenue
Mamaroneck, New York, 10543
www.vompd.com
Phone 914-825-8523
Fax 914-777-7707



VILLAGE of MAMARONECK POLICE
DEPARTMENT
Vision • Mindfulness • Professionalism • Dedication



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From: Courtney Wong <cwong@vomny.org>
Sent: Wednesday, April 10, 2024 2:01
To: Department Heads <DepartmentHeads@vomny.org>
Cc: Daniel Sarnoff <dsarnoff@vomny.org>
Subject: LVT Cameras - Rivers

Hi all,

Please let us know how you are using the LTV Cameras, your opinion on the effectiveness, and how not having them would impact your operations (major impact or if it is minimal.)

If this does not pertain to your department you may disregard.

Thank you,
Courtney



Courtney Brooke Wong
Secretary to Village Manager
Village of Mamaroneck
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Mamaroneck, NY 10543

Phone 914-777-7703
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Village of Mamaroneck, NY

Item Title: Intermunicipal Agreement with Westchester County to for the Mobile Antenna Radio System (MARS) Equipment Replacement and Mobile Radio Update

Item Summary: Intermunicipal Agreement with Westchester County to for the Mobile Antenna Radio System (MARS) Equipment Replacement and Mobile Radio Update

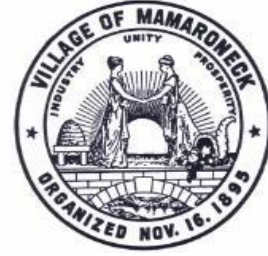
Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
memo	4/18/2024	Cover Memo
IMA for Mobile Radios	4/18/2024	Cover Memo

MEMORANDUM

Village of Mamaroneck



To: Charles Strome, Interim Village Manager

From: Daniel J. Sarnoff, Deputy Village Manager

Re: Intermunicipal Agreement with Westchester County
for the Provision of Public Safety Radio
Communication Equipment for Mutual Aid Response

P 914-777-7703

F 914-777-7760

Date: April 18, 2024

www.villageofmamaroneck.org

The village and Westchester County are parties to an Intermunicipal Agreement (IMA) through which the County has provided a public safety radio communication system to the Village allowing it to communicate with County, law enforcement, fire, EMS and other first aid responders for mutual aid purposes. Recently the County obtained additional funding through grant funding from the New York State Division of Homeland Security and Emergency Services to replace the current single band VHF system currently housed at 169 Mount Pleasant Avenue with a new tri-band antennae.

The additional equipment will enable the Mobile Air Radio System (MARS) control station at 169 Mount Pleasant to operate on the County's Trunked Radio system that operates on the UHF frequencies.

This (IMA) allows the County to install the new equipment at 169 Mount Pleasant Avenue, further enhancing the Police Department's capability to respond to mutual aid scenarios. This is no cost to the Village, and I respectfully request that this item be added to the April 24, 2024, work session agenda for discussion. Should the Board be amenable, a resolution authorizing the execution of the agreement can be prepared for their May 13, 2024, regular meeting.

THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT (the "First Amendment"),
made the day of , 2023, by and between:

THE COUNTY OF WESTCHESTER, by and through its Department of
Emergency Services or Department of Public Safety, a municipal corporation of the
State of New York, having an office and place of business in the Michaelian Office
Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

Village of Mamaroneck, a municipal corporation of the State of New York, having
an office and place of business at 169 Mt. Pleasant Ave., Mamaroneck, NY 10543

(hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, the parties entered into a license agreement, dated August 31, 2020, (the
"License Agreement") wherein the County agreed to furnish and install Equipment to enhance the
ability of first responders to safely and reliably communicate with the County and each other
through the County Systems for public safety radio communication and mutual aid purposes; and

WHEREAS, the County has obtained additional funding through a Statewide
Interoperable Communications Grant with the New York State Division of Homeland Security
and Emergency Services ("NYSDHSES"), being Contract No. 197794, as may be renewed,
amended or extended from time to time, a copy of which is on file with the Commissioner of the
County Department of Emergency Services and available upon request (the "State Grant
Agreement"); and

WHEREAS, the County wishes to use the State Grant Agreement to purchase is a tri-
band (VHF-UHF-700 MHz) antenna to replace the current single band VHF antenna
("Additional Equipment") at the Municipality's police headquarters located at 169 Mt. Pleasant
Ave., Mamaroneck, NY 10543 the "Site", and

WHEREAS, the Additional Equipment will enable the police Mutual Aid Radio System
(MARS) control station radio at the Site (the "Control Station Radio") to operate on the County's
P25 Trunked Radio System, which is one of the newly installed County Systems that operates on
UHF frequencies; and

WHEREAS, the Municipality is amenable to the County furnishing and installing the
Additional Equipment according to the terms and conditions set forth herein.

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

1. The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.

2. The Municipality agrees (a) to the inclusion of the Additional Equipment as "Equipment" under the License Agreement, (b) to the delivery, installation and use of the Additional Equipment in accordance with the terms of the License Agreement, and (c) to comply with the terms and conditions of State Grant Agreement to the extent they pertain to the Additional Equipment.

3. The Additional Equipment will be furnished, installed and programmed at no charge to the Municipality.

4. The Municipality acknowledges and agrees that, as part of the installation of the Additional Equipment, the County will be programming the Control Station Radio with County Trunk Radio Communication channels, as well as with local public safety radio communication channels, for mutual aid purposes.

5. The Municipality agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.

6. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Systems in accordance with the terms of the License Agreement, as amended. The County shall retain control and responsibility for the County Systems.

7. The Municipality consents to the County programming the Municipality's radio communication channel(s) into the control station radios located at the police headquarters of the other municipalities that participate in the Mutual Aid Rapid Response Plan for Police Departments of Westchester County and the Westchester County Fire Mutual Aid Plan (the "Mutual Aid Plans") for mutual aid purposes.

8. The Municipality grants to the County and the municipalities who participate in the Mutual Aid Plans, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication channel(s) for mutual aid purposes. The Municipality shall retain control and responsibility for the Municipality's radio communication system.

9. The parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

10. Each party's radio communication system shall remain its property. It is expressly understood that the License Agreement, as amended, does not constitute a lease and that no ownership or property rights whatsoever are being transferred under the License Agreement, as amended.

11. The County Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Systems are made available to users, each user will have access to the County Systems, in their then-current form. The County in its sole discretion may change the County Systems as it deems necessary and proper.

12. The Municipality understands and agrees that use of the Equipment and the County Systems are being provided "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE".

13. The County disclaims all warranties of any kind, express or implied, concerning the Equipment and the County Systems, including, without limitation, their quality, accuracy, completeness, usefulness, timeliness, reliability, functionality, merchantability, or fitness for a particular purpose.

14. The County shall not be responsible for any issue(s) with regard to the Equipment or County Systems, including, without limitation, any interruption, defect, delay, failure, or malfunction involving equipment, hardware, software, or communications impacting; or any lack of availability of; or any other issue, whether or not technical in nature, whether or not caused by human error, and whether or not caused by, or not remedied by, the County and/or the Municipality or any other user.

15. The County shall have no liability to the Municipality, for any damages, losses, or other costs of any nature (including, without limitation, attorney's fees) related to any claim, whether in contract, tort, or otherwise, that is directly or indirectly related to or arises out of the Equipment or use of the County Systems.

16. The Municipality agrees that, once the Additional Equipment is installed, the County will update the Equipment List set forth in Schedule "A" to the License Agreement to include all of the Equipment furnished to the Municipality under the License Agreement, as amended. Once the updated Schedule "A" is provided to the Municipality, it shall be deemed a part of the License Agreement, as amended.

17. The installation of the Additional Equipment is subject to the County receiving the grant funds under the Grant Agreement and procuring a contract to purchase and install the Additional Equipment. In addition, it may be necessary for the County to perform a Site visit with prospective contractors to verify existing Site conditions. The Municipality consents to the County may performing such Site visit. If a Site visit is necessary, a County representative will be in contact with the Municipality's police department to schedule the visit.

18. The Municipality agrees to make the Site available during regular business hours for the County or its vendor to install the Additional Equipment.

19. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License Agreement.

20. Except as amended hereby, all other terms, covenants and conditions of the License Agreement shall remain in full force and effect.

21. This First Amendment shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[INTENTIONALLY LEFT BLANK.]
SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____

_____;

By: _____

Name:

Title:

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 2023.

Approved:

Associate County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY

(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution _____
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and
say that he/she resides at _____, and
he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on
behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

Date

Village of Mamaroneck, NY

Item Title: Auditing services for 23-24 , 24-25, 25-26

Item Summary: Auditing services for 23-24 , 24-25, 25-26

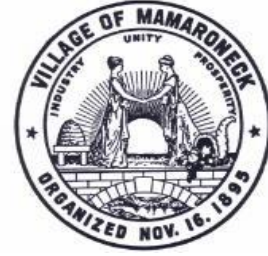
Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
independent auditing service	4/18/2024	Cover Memo

MEMORANDUM

Village of Mamaroneck



To: Charles Strome, Interim Village Manager

From: Daniel J. Sarnoff, Deputy Village Manager

Re: Independent Auditing Services for FY 2023/24, FY 2024/25, and FY 2025/26

Date: April 17, 2024

P 914-777-7703

F 914-777-7760

www.villageofmamaroneck.org

The village recently completed the final year of its five-year engagement with the firm of PKF O'Connor Davies to provide Independent Auditing Services. Under that agreement, the fee for the final year of the engagement was \$44,000.

As the five-year engagement concluded, the Village prepared a released a new RFP for a three-year engagement for Independent Auditing Services. By the close of business on the response date, the village received two (2) responses as follows:

Firm	FY 2023/24	FY 2024/25	FY 2025/26
Nawrocki Smith, LLP 200 Broad Hollow Road Mellville, NY	\$37,500	\$38,250	\$39,500
PKF O'Connor Davies, LLP 605 Mamaroneck Avenue Harrison, NY	\$44,000	\$45,300	\$46,700

As this is a professional service, we are not bound to go with the lowest quote for the work, but rather the Village can make a recommendation and selection based on the firm we believe can provide the best level of service to the Village of Mamaroneck. Based on a review of the

responses, staff recommends PKF O'Connor Davies be retained to provide Independent Auditing Services for the Village based on the following:

- Price
 - No increase in preparing the annual audit for the first year of the engagement.
- Experience with the Village.
 - PKF O'Connor Davies has worked with the Village for over 20 years.
- Local presence.
 - They are located on Mamaroneck Avenue in Harrison
- Additional Services
 - Tax Attorneys on staff that the Village can access at no additional charge
 - Uniform Grant Guidance
 - Single Audit (as necessary)
 - Management Advisory Services

Should the Board agree with this recommendation, the appropriate resolution will be prepared for the May 13, 2024 regular meeting.

Village of Mamaroneck, NY

Item Title: Conducting a Storm Drainage Analysis Study for the Washingtonville Neighborhood and Industrial Area

Item Summary: Conducting a Storm Drainage Analysis Study for the Washingtonville Neighborhood and Industrial Area

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Engineer Memo	4/18/2024	Cover Memo
SLR Proposal	4/18/2024	Cover Memo
Draft Resolution	4/18/2024	Cover Memo

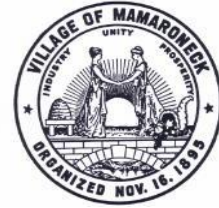
MEMORANDUM

Village of Mamaroneck

To: Dan Sarnoff
Deputy Village Manager

From: Gino Frabasile, P.E.
Village Engineer

Re: Drainage Improvement Study – Washingtonville and
Industrial Areas



P 914-825-8163
F 914-777-7787

Date: April 18, 2024

www.villageofmamaroneck.org

At the March 14, 2022, Board of Trustees (Board) Work Session, the Board adopted a resolution reserving a portion of the first round of the American Rescue Plan Act (ARPA) funding be utilized to conduct a Flood Mitigation Engineering Study in the Washingtonville and Industrial Areas of the Village of Mamaroneck (Village).

The area where the study is to be conducted was defined as follows:

- East of Ogden Avenue,
- West of the Mamaroneck River,
- South of Interstate I-95, and
- North of the MTA Rail Line

Many businesses and residents in the aforementioned areas have experienced flooding streets as well as first floor flooding during extreme precipitation events due to the Sheldrake and Mamaroneck Rivers overtopping their banks in conjunction with an overwhelmed and surcharging stormwater drainage system.

At the January 22, 2024, Board of Trustees Work Session, I presented a proposal provided by SLR Engineering, Landscaping Architecture, and Land Surveying, P.C. (SLR), and recommended the Board to retain SLR to complete this study.

The Board requested that I solicit proposals from two (2) additional engineering firms to obtain a total of three (3) proposals. A total of three (3) additional engineering firms were contacted and all were provided with an outline of the proposed scope of work, a map of the area, and the SLR Flood Mitigation & Resilience Report of the Mamaroneck River. In addition, each firm was given the opportunity to meet with me and conduct a field walk of the study area. The firms that were contact were:

- H2M
- AI Engineers
- Brooker Engineering (a division of Weston & Sampson)

To date, only H2M has provided a proposal for comparison with the SLR proposal. AI Engineers provided an e-mail response indicating that at this time they were unable to provide a proposal and Brooker Engineering did not respond to my request.

Proposal Outline

The proposal was broken up into four (4) tasks:

1. Field Survey and Data Collection
2. Engineering Analysis.
3. Technical Report of Findings
4. Project Coordination Meetings

Both the SLR and H2M proposals were reviewed, and from a cost perspective, the SLR proposal was approximately \$34,000 greater than H2M, \$150,000 vs. \$115,920 (note that costs for a total of two in person and four virtual meetings were incorporated into the H2M final cost).

Each of the four (4) tasks were evaluated and the major difference in cost is attributed mostly to tasks 1 and 2, field survey and data collection and engineering analysis, respectively.

Recommendation

From a cost perspective, the H2M proposal presents a lower fee; however, evaluating the proposals from a field survey/data collection and engineering perspective, SLR already has a working knowledge of the area. They are currently in the process of completing a property acquisition study in the same area and their firm prepared the Flood Mitigation and Resilience Report on the Mamaroneck River.

The flood mitigation/drainage system study will not only benefit from SLR's thorough knowledge of the hydraulic and hydrologic modeling generated from the Resilient NY flood mitigation report, but they will be able to utilize this data in conjunction with any new modeling of the existing current drainage system. This will permit SLR to identify and analyze flood mitigation alternatives in the hydraulic model iteratively to find feasible and effective solutions and apply recommendations made in the Flood Mitigation and Resilience Report. Lastly, from a public outreach perspective, SLR has already met with key representatives from both study areas while working on both the resilience report and property acquisition study.

Therefore, it is my opinion that SLR be selected to perform the drainage improvement study of the Washingtonville and Industrial areas.

Please feel free to contact me with any questions you may have regarding this memorandum.

Respectfully,

Gino Frabasile, P.E.

Village Engineer

December 14, 2023

Mr. Gino Frabasile, PE
Village Engineer
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

SLR Project No.: 142.21906.P0002

**RE: Drainage System Study
Mamaroneck, New York**

Dear Mr. Frabasile:

SLR Engineering, Landscape Architecture, and Land Surveying, P.C. (SLR) is pleased to provide the enclosed proposal for a stormwater drainage study in the village of Mamaroneck. The proposed work is intended to follow and build upon the flood analysis of the Mamaroneck and Sheldrake Rivers produced by SLR under the Resilient NY Program.

Many businesses in the Mamaroneck commercial district have reported roadway and first floor flooding during heavy precipitation events from an overwhelmed and surcharging stormwater drainage system. Flooding of the Sheldrake River submerges stormwater outfall pipes, contributing to poor drainage.

Under the proposed work, SLR will assist the Village of Mamaroneck (Village) in identifying and analyzing potential mitigation solutions to these flooding issues. SLR proposes to perform hydrologic and hydraulic modeling of the existing municipal drainage system bounded by I-95 to the northwest, the Mamaroneck River to the northeast, the railroad line to the southeast, and Ogden Avenue to the southwest. The goal of the modeling will be to identify the possible causes of flooding in the neighborhood and to use this information to develop and evaluate potential mitigative measures and improvements that can reduce the severity and frequency of flooding events.

The proposed analysis would begin with data collection, field investigations, and hydrologic and hydraulic analysis of the drainage system. Based on the results of the analysis, conceptual drainage improvement scenarios will be developed for discussion and vetting with project stakeholders.

Regards,

SLR Engineering, Landscape Architecture, and Land Surveying, P.C.



Mark Carabetta, PWS, CFM
Principal Environmental Scientist
New York Office Manager
mcarabetta@slrconsulting.com

Enclosure

21906.p0002.d1223.prop.docx

Scope of Work

Task 1.0 – Field Survey and Data Collection

- 1.1 Property Owner Outreach – SLR will draft an introductory letter to be sent to key property owners on Village letterhead, introducing the project team, describing the anticipated work and goals of the study, and requesting any photographs, measurements, or descriptions of past flooding that may be helpful to the study.
- 1.2 Information Compilation – Information received from Task 1.1 will be evaluated and compiled into an existing conditions flooding map where key flooding areas and approximate flooding extents are identified. The collected information will be used to help calibrate and “truth” the hydraulic modeling described in Task 2.0.
- 1.3 Data Collection – Obtain and review available mapping and other data from the area. It is understood that the Village will provide SLR with scans of detailed mapping of the Village stormwater drainage system dating from 1938, which depicts pipe locations, sizes, slopes, invert elevations, and top of grate elevations. The Village will provide a correction for adjusting the elevations to a modern vertical datum. Other information shall include Geographic Information System (GIS) mapping of topography, drainage basins, utilities, parcel boundaries, impervious coverage, soil types, zoning districts, storm drainage system structures and pipes, and other mapping as available from the Village, the New York State GIS Clearinghouse, and other sources. Mapping will be compiled into a comprehensive base map.
- 1.4 Utility Information – Contact local utility companies to identify the location of existing water, sewer, gas, electric, telephone, and cable facilities within the project area. The horizontal and vertical locations of such facilities will be determined to the extent possible based on utility company information.
- 1.5 Site Assessment and Confirmatory Survey – Perform a visual observation of the location and condition of catch basins and storm drainage manholes as presented in the Village’s mapping. During this site assessment, the horizontal location of key drainage structures will be confirmed using Global Positioning System (GPS) survey. Key pipe sizes and types will be measured, condition of the structure assessed, and key measurements confirmed. Key ground or headwall elevations, swale dimensions, or additional information will be collected as needed for the refinement of the drainage analysis and conceptual design development.
- 1.6 Maintenance Assessment – Prepare a list of recommended maintenance requirements if any are observed during field investigations. This will be limited to maintenance work that should be performed immediately, such as catch basin cleaning or video analysis of a drainage system, and would not include improvements that require engineering analysis or design. Recommendations will be formalized in the final report.

Task 2.0 – Engineering Analysis

- 2.1 Existing Conditions Model – Identify potential upland causes of flooding and develop a model of the drainage system affecting flooding in the study area. Modeling of the system will be developed using *AutoCAD Hydraflow Storm Sewers* software. Inputs to this model include the top of frame elevation of structures, pipe invert elevations, pipe sizes, pipe materials and geometry, and the area contributing flow to each structure. Watersheds will be delineated to each inlet in the model, and a Rational Method analysis will be used to estimate runoff to each structure. The generated flow rates will be used to analyze the existing pipe capacities. In evaluating existing drainage systems such as will be the case for this study, *Hydraflow* will be used to identify undersized drainage piping



and roadway inlet capacity issues for the study area. Water surface elevations at the drainage system discharge to the Sheldrake and Mamaroneck Rivers, determined as part of SLR's previous analysis, will also be evaluated as they relate to backwatering the drainage system and reducing its capacity or effectiveness. Data summary tables and model output of the existing system capacities will be generated with profiles of the existing systems. The profiles and summary tables will be generated from the 2-, 5-, 10-, 25-, 50-, and 100-year events.

- 2.2 Proposed Mitigation Alternatives – Identify and analyze flood mitigation alternatives in the hydraulic model iteratively to find potential solutions that are both feasible and effective. For problem areas involving undersized piping, larger pipes or new outlets may be proposed. For problems involving inlet capacity on the roadway, additional inlets, increased size or additional pipes, or a bypass pipe system may be proposed. At discharge points to the Sheldrake and Mamaroneck Rivers, flap gates may be considered. The analysis will consider recommendations made in the flood analysis of the Mamaroneck and Sheldrake Rivers that would reduce water surface elevations at stormwater discharge points and their effect on storm drainage.
- 2.3 Concept Sketches – Develop conceptual-level sketches of up to three flood mitigation alternatives for each stormwater outfall. This will include a plan view of the improvements along with a typical cross section or detail as necessary.

Task 3.0 – Technical Report of Findings

- 3.1 Cost Opinion – Prepare an Engineer's Opinion of Probable Cost based upon the conceptual-level designs presented in the report.
- 3.2 Draft Technical Report – Prepare a written report describing the results of Tasks 1.0 and 2.0. The report will present the results of data collection efforts, *Hydraflow* modeling, and identified drainage system improvements. A list of recommended maintenance requirements will be presented. Existing deficiencies and problem areas will be identified, and recommended improvements will be presented. Sketches of the recommended improvements will be presented. Provide copies of the draft memorandum to the Village for review and comment.
- 3.3 Final Report – Modify the memorandum based on comments from the Village and provide up to five print copies and one electronic copy to the Village for its use.

Task 4.0 – Project Coordination Meetings

- 4.1 Coordination Meetings – Attend up to six project coordination meetings. Up to two of these meetings will be in person and the rest will be virtual.

Professional Fees

We will perform the services described above based on the fee schedule outlined below:

Task 1.0 – Field Survey and Data Collection.....	\$55,500
Task 2.0 – Engineering Analysis	\$53,000
Task 3.0 – Technical Report of Findings	\$25,500
Task 4.0 – Project Coordination Meetings.....	\$12,000
Subtotal.....	<u>\$146,000</u>
Direct Expenses.....	<u>\$4,000</u>
Total	<u>\$150,000</u>

A direct cost allowance will be set up for out-of-pocket expenses associated with printing, reproductions, mileage, and mailings. Payments will be made based on actual costs incurred.



Standard Terms and Conditions

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

Exclusions

- Public meetings
- Regulatory permitting
- Pre-permit coordination
- Utility test pits
- Flagging or police protection
- Evaluation of floodproofing concepts of individual buildings or properties
- Federal Emergency Management Agency coordination
- Geotechnical evaluation
- Environmental or chemical assessment
- Preliminary design plans
- Video, ground penetrating radar, or other subsurface inspection
- Confined space or manhole entry
- Dye testing or other connectivity tests

Acceptance

If the above proposal meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

Regards,

SLR Engineering, Landscape Architecture, and Land Surveying, P.C.



Stephen R. Dietzko, PE

Director

sdietzko@slrconsulting.com

Enclosure

21906.p0002.d1223.prop.docx

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)



SLR ENGINEERING, LANDSCAPE ARCHITECTURE, AND LAND SURVEYING, P.C.

STANDARD TERMS AND CONDITIONS

This Agreement, which shall include any attachments hereto, is by and between SLR Engineering, Landscape Architecture, and Land Surveying, P.C. ("SLR" or "We") and the party that is the signatory to the Proposal or Engagement Letter that these terms and conditions are attached to ("Client" or "You") (each a "Party" and together the "Parties") and is entered into effective the date of the last signature hereto ("Effective Date"). The signing of this Agreement by the Client and SLR authorizes SLR to carry out and complete the Services as described in the Proposal or Engagement Letter that these terms and conditions are attached to) in consideration of the mutual covenants set forth in this Agreement.

1. SCOPE OF SERVICES: SLR will provide as-requested services ("Services"). Services will be performed pursuant to the Proposal Engagement Letter that these terms and conditions are attached to or the Engagement Letter that terms and conditions are attached to, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. Any conflicting terms and conditions of purchasing associated with a Purchase Order will be disregarded and the terms and conditions of this Agreement shall prevail.

2. FEE FOR SERVICES: SLR's fee for the Services shall be provided either on a time and materials or fixed fee basis, as established in the Proposal or Engagement Letter that these terms and conditions are attached to. SLR's applicable rates will be listed in the attached Rate Schedule or the Engagement Letter that these terms and conditions are attached to. SLR may adjust its rates from time to time, provided however, that Client shall be provided at least thirty days advance written notice of such adjustment. The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of the Project.

3. EXTRA SERVICES: SLR may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement.

4. PAYMENT TERMS: SLR will, on a monthly basis, or upon the completion of the Services, or as otherwise described in the Proposal or Engagement Letter that these terms and conditions are attached to, submit invoice(s) for the un-billed portion of Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by SLR within said 30 days shall be considered delinquent. SLR reserves the right to include a late payment charge, at a rate of 1 percent per month, for each month an invoice is delinquent. Failure to charge late payment charges will not affect SLR's right and ability to do so going forward. SLR may suspend or terminate any and all of the Services, if payment of any invoiced amount not reasonably in dispute is not received by SLR within 60 days from the date of SLR's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

5. TERM: The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until work under the Proposal or Engagement Letter that these terms and conditions are attached to.

6. SLR RESPONSIBILITIES

(a) Standard of Performance: SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

(b) Except where the Proposal or Engagement Letter that these terms and conditions are attached to specifically includes provision of such advice or consideration, the obligations of SLR under this Agreement do not include a duty to advise or undertake any investigation to determine regulatory compliance, the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at the Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall SLR have any duty to consider such matters as influencing any aspect of the Services to be performed by SLR under this Agreement.

(c) Where the Proposal includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other such locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although SLR will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in SLR's conclusions or recommendations.

(d) If the Proposal or Engagement Letter that these terms and conditions are attached to includes construction observation or observation of explorations, then, on the basis of site observations performed, SLR will keep the Client informed as to the progress and quality of the work and shall endeavor to guard the Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by SLR are solely for the benefit of the Client.

7. CLIENT RESPONSIBILITIES

(a) The Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.

(b) The Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.

(c) Client shall arrange for access to and make all provisions for SLR to enter upon public and private property as required for SLR to perform the Services. SLR will assist Client in obtaining access, if requested by Client and is part of the Proposal or Engagement Letter that these terms and conditions are attached to. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.

(d) Client is responsible for informing SLR of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete. SLR shall be entitled to rely on such information and will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, probing or the like below existing ground level, unless the locations of the underground services, structures or artificial obstructions on Site are accurately shown on the Client furnished drawings or plans. SLR will not be responsible for inadvertent damage to underground structures or utilities that were not made known to SLR prior to the start of obtrusive activities such as digging or drilling.

(e) The Client acknowledges that it has a duty of care with respect to the health and safety of SLR's employees while they are on the Client's premises or on sites controlled by the Client and confirms it will comply with all applicable health and safety legislation. The Client acknowledges SLR's right to stop work under any circumstances where SLR or its employees consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.

(f) Client agrees to advise SLR upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or SLR's equipment. Client agrees to notify SLR immediately of new, different, or additional information, as it becomes available to the Client. Client shall also, upon execution of this Agreement, provide SLR with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site.

8. FORCE MAJEURE: Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve Client of its payment obligations for Services previously rendered hereunder.

9. HAZARDOUS SUBSTANCES: If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, SLR may assist in advising the Client of the Client's options. However, SLR will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold SLR harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes in the course of SLR's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of SLR is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify SLR from liability in accordance with this section.

10. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES: NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT. It is recognized that the Services performed by SLR are for the benefit of the Client and no other entity. There are no collateral warranties made hereunder and there are no third-party beneficiaries to this Agreement. Client's sole remedy for SLR's failure to meet the Standard of care shall be SLR's re-performance of the deficient Services at no additional cost to You.

11. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES: All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by SLR hereunder shall be delivered to Client upon final payment for SLR's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the Services or on any other project or any other use without the prior written consent of SLR, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of SLR. Copies of any electronic media of originals of any of SLR's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary in the Proposal. All the drawings, plans,

specifications, and deliverables prepared by SLR are instruments of SLR's service, and SLR shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including copyright, to them.

12. TAXES: Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the Client under this Agreement and such shall be payable by the Client to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

13. ASSIGNMENT: Neither SLR nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest or affiliate upon notice to the other party.

14. INDEMNITY: Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

15. DISPUTES: (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the Client with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within three months of the first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) Any claim of whatever nature brought by Client against SLR shall be brought not later than two years after the date of substantial completion of SLR's services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier. (e) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute

16. LIMIT OF LIABILITY: The entire liability of SLR and SLR's agents, representatives and employees shall be limited to the total amount actually paid to SLR by the Client for Services performed under the Proposal or Engagement Letter that these terms and conditions are attached to pursuant to which the claim arose, whichever is lower.

17. CONSEQUENTIAL DAMAGES: In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. CONFIDENTIALITY AND PROTECTION OF DATA: Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under applicable data protection legislation in the jurisdiction in which it operates. If no such legislation exists, SLR confirms it will comply with the requirements of the UK Data Protection Act 2018 in respect of any personal data provided to it by the Client and reserves the right to seek confirmation of the data protection procedures the Client will apply to personal data provided by SLR. A previously signed nondisclosure agreement between the parties may be made a part hereof by written amendment.

19. INDEPENDENT CONTRACTOR: SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers, or employees of Client or to have authority to act for or on behalf of the Client. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of Client or to incur any debt or other obligation in Client's name.

20. NON-WAIVER: The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

21. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL: This Agreement constitutes the entire agreement between Client and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority: (1) the Proposal or Engagement Letter that these terms and conditions are attached to, together with agreed amendments or modifications thereto; (2) this Agreement, as amended by the Parties. All

obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

22. COMPLIANCE WITH BRIBERY ACT: Client must hereby agree that it: shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and (because the parent company of SLR is headquartered in the United Kingdom) the UK Bribery Act 2010 (the "Bribery Act") and shall procure that no persons associated with the Client (including an employee, sub-contractor or agent or other third Party working on behalf of the Client or any Group Company) ("Associated Person") shall commit any offense that would violate either the FCPA or the Bribery Act or any act which would constitute a Bribery Offense (as defined in the Bribery Act); (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA or a Bribery Offense; (c) shall not do or permit anything to be done which would cause SLR or any of SLR's employees, sub-contractors or agents to commit a violation of the FCPA or a Bribery Offense or incur any liability in relation to the FCPA or the Bribery Act; and (d) shall notify SLR immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

23. NON-EXCLUSIVITY: Client understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of Client provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity.

24. SUCCESSOR INTERESTS: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties hereto.

25. TERMINATION OR SUSPENSION: Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The Client may at any time by not less than two (2) weeks' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, Client shall pay SLR for all Services and Extra Services previously authorized and performed up through the termination date. If Client requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the Client a reasonable restart fee. Lump sum fees, if applicable, quoted in this Agreement shall remain valid for a period of twelve (12) months from the Effective Date, unless otherwise agreed in writing. Thereafter, they may be adjusted in accordance with SLR's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

26. CHOICE OF LAW: The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the state or federal courts located within the State of Washington.

27. COUNTERPARTS: This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

RESOLUTION RE:

**AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
TO PERFORM A DRAINAGE IMPROVEMENT STUDY FOR THE
WASHINGTONVILLE NEIGHBORHOOD AND INDUSTRIAL AREA**

WHEREAS, by resolution of March 14, 2022, the Board of Trustees committed \$150 in American Rescue Plan Act (ARPA) Funds to conduct a Drainage Improvement Study for the Washingtonville Neighborhood and Industrial Area; and

WHEREAS, during the ensuing months, the New York State Department of Conservation (NYSDEC) had commissioned a flood resiliency study for the Mamaroneck and Sheldrake River through their Resilient New York Program to be prepared by the firm SLR Engineering, Landscaping Architecture, and Land Surveying, P.C. (SLR); and

WHEREAS, because the data collected by SLR would likely be beneficial to the preparation of a drainage study, the Village met with SLR in 2023 to review the proposed project, and SLR indicated that it was anticipated they would complete their study by September 2023; and

WHEREAS, SLR completed said report and submitted it to the NYSDEC for commentary in late summer 2023, with the report being finalized and released in December 2023; and

WHEREAS, upon completion of their flood resiliency study, staff asked SLR to submit a proposal to conduct a drainage study, said proposal received in early January 2024 in the amount of \$150,000 and further reviewed with the Board of Trustees at their January 22, 2024, work session; and

WHEREAS, the Board requested that staff solicit additional proposals to conduct the aforementioned drainage study and accordingly, staff requested that the following firms submit proposals

- H2M
- AI Engineers
- Brooker Engineering (a division of Weston & Sampson)

; and

WHEREAS, to date H2M submitted a response, AI Engineers responded that they were unable to provide a proposal at this time, and Brooker Engineering did not respond to staff requests; and

WHEREAS, the sole additional response from H2M was for \$115,920; and

WHEREAS, the scope of work involves for tasks: 1) Field Survey and Data Collection; 2) Engineering Analysis; 3) Technical Report of Findings; and 4) Project Coordination Meetings; and

WHEREAS, although H2M submitted a lower costs proposal, SLR already has a working knowledge of the area and are currently in the process of completing a property acquisition study in the same area; and

WHEREAS, SLR will be able to utilize their data in conjunction with any new modeling of the existing drainage system allowing them to analyze flood mitigation alternatives in the hydraulic model iteratively to find feasible and effective solutions; and

WHEREAS, SLR staff gave already met with key stakeholders from both study areas and are keenly aware of both study areas; and

WHEREAS, given SLR's existing knowledge base of the Mamaroneck and Sheldrake Rivers, familiarity with the modeling data, and other study work they are already performing in this area, staff recommends that SLR be identified as the preferred vendor to prepare a Drainage Improvement Study for the Washingtonville Neighborhood and Industrial Area.

NOW, THEREFORE BE IT RESOLVED, that the Village Manager is herein authorized to execute a professional services agreement with SLR Engineering, Landscaping Architecture, and Land Surveying, P.C. to prepare a Drainage Improvement Study for the Washingtonville Neighborhood and Industrial Area in the amount of \$150,000; and be it further

RESOLVED, that the cost of this study be funded with American Rescue Plan Act Funds and be charged to an account to be determined by the Clerk-Treasurer; and be it further

RESOLVED, that the Village Manager is authorized to undertake such administrative acts as may be required to effectuate and complete a Drainage Improvement Study for the Washingtonville Neighborhood and Industrial Area.

Village of Mamaroneck, NY

Item Title: Travel Authorization to Attend Mid Atlantic Law Enforcement Executive Development Seminar

Item Summary: Travel Authorization to Attend Mid Atlantic Law Enforcement Executive Development Seminar

Fiscal Impact: The fiscal impact is \$1,630

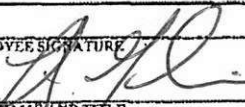
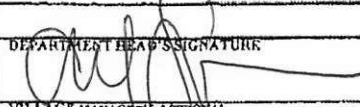
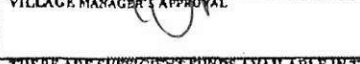
ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Galvin-MALEEDS 2024 Travel Documents	4/16/2024	Cover Memo
Galvin	4/17/2024	Cover Memo
reso-galvin travel auth	4/16/2024	Cover Memo

VILLAGE OF MAMARONECK TRAVEL AUTHORIZATION FORM

Please fill out Travel Authorization form & obtain approval prior to making reservations.
 Village Manager's authorization is required for overnight travel up to \$1,500 in aggregate, per trip, per employee.
 Board of Trustees authorization is required for overnight travel over \$1,500 in aggregate, per trip, per employee.

Estimated total cost of trip \$ 1630.00

EMPLOYEE'S NAME AND TITLE Lt. Tim Galvin		TELEPHONE NUMBER 914-825-8573	FAX NUMBER 914-777-7707
DEPARTMENT AND LOCATION Village of Mamaroneck Police		E-MAIL TGalvin@vompd.com	
PURPOSE OF TRIP Mid Atlantic Law Enforcement Executive Development Seminar (MALEEDS)			
ITINERARY			
FROM	TO	DATE	DEPARTURE TIME
Mamaroneck, NY	Princeton, NJ	6/9/2024	0800
Princeton, NJ	Mamaroneck NY	6/14/2024	1600
CAR RENTAL NEEDED? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> (IF YES PLEASE COMPLETE INFORMATION BELOW)			
CITY	NUMBER OF DAYS	SPECIAL INFORMATION	
HOTEL NEEDED? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> (IF YES PLEASE COMPLETE INFORMATION BELOW)			
CITY	DATE(S)	HOTEL NAME (IF KNOWN)	SPECIAL INFORMATION
Princeton, NJ	6/2/2024-6/7/2024	Nassau Inn	
		10 Palmer Sq East	
		Princeton, NJ 08542	
IS ANY PORTION OF THIS TRIP PERSONAL? IF YES, PLEASE EXPLAIN. No			
EMPLOYEE SIGNATURE 		DEPARTMENT HEAD'S SIGNATURE 	
DATE 4/9/2024		DATE 4/10/24	
PRINT NAME AND TITLE Lt. Timothy Galvin		VILLAGE MANAGER'S APPROVAL 	
		THERE ARE SUFFICIENT FUNDS AVAILABLE IN THE APPROPRIATE VILLAGE DEPARTMENTAL BUDGET.	
		INITIAL	



MID-ATLANTIC LAW ENFORCEMENT EXECUTIVE DEVELOPMENT SEMINAR

PO Box 2069
Princeton, New Jersey 08543
www.maleeds.org



March 16, 2024

Congratulations! We are pleased to inform you that you have been selected to attend the highly selective and nationally recognized *Mid-Atlantic Law Enforcement Executive Development Seminar* held Sunday, June 9 through Friday, June 14, 2024, in Princeton, NJ. You will be joining approximately seventy law enforcement professionals from New Jersey, New York, and Pennsylvania for a week of executive level training and networking activities.

We appreciate your interest in this opportunity, and we are confident you will be satisfied with the training program. **If you cannot attend**, please email **Betsy McCreery**, FBI-Philadelphia Training Division at (267) 807-6487 or at emccreery@fbi.gov, **by Friday, April 12th**.

The evening networking activities are an important part of the program, and we encourage all attendees to stay for the week at the host hotel, the Nassau Inn (609-921-7500) located at 10 Palmer Square, in the heart of Princeton and across the street from Princeton University. We have secured a special rate of **\$156.00** per night and courtesy parking for the conference. **You are responsible for making your own hotel accommodation and we strongly encourage you to book your room as soon as possible.** If you are staying the entire week, please be sure that your reservation has you checking out on Friday, June 14th. When making your reservations, you may book online at <https://reservations.travelclick.com/13522?groupID=3973588>. You may also call the Reservation Department at 1-800-862-7728 using **Booking ID 28521**. The Nassau Inn will hold this special room rate until **May 8, 2024**. After that date, if rooms are still available, the regular rack rate will be charged. WIFI and garage parking is included in your room rate at the Nassau Inn.

The LEEDS registration fee is \$850.00 and is due upon receipt of this invitation. **We must receive your check or signed voucher prior to the start of the conference.** Please make checks or vouchers payable to "Mid-Atlantic LEEDS" and mail to the below address:

Mid-Atlantic LEEDS
c/o Robert Buchanan
PO Box 2069
Princeton, NJ 08543

If you need to cancel your attendance at LEEDS after we receive your payment, we will reimburse \$500.00 of the fee. Due to the costs involved in running this program, \$350.00 of the registration fee is non-refundable once payment is received.

Attendance at all classroom sessions at LEEDS is mandatory. Sessions run from 8:30 a.m. to 5:00 p.m., Monday through Thursday. The classroom schedule on Friday will conclude with a graduation ceremony at 10:00 a.m. and graduation ceremonies will end at approximately 11 a.m.

We expect all attendees, **including those commuting**, to attend the special networking events that are planned during the week. Those networking events include the following:

- Sunday, 5:15 p.m.: Barbecue cookout at the Cannon Club 21 Prospect Ave. Princeton
- Tuesday, 6:15 p.m.: Class pizza night in the Hospitality Suite, Nassau Inn's Einstein Room.
- Thursday, 6:00 p.m.-9:00 p.m.: Formal class reception and banquet at the Nassau Inn

Additionally, as an extension of our training program, there will be a nightly (Sunday-Wednesday) networking/hospitality room from approximately 7:00 p.m. to 11:00 p.m. in the Nassau Inn's Einstein Room. All attendees are encouraged to visit the hospitality room.

Appropriate Attire: Slacks and polo or dress shirts are considered appropriate attire for the classroom sessions at Princeton University. Business attire is **required** for the Thursday evening banquet **and** for the graduation ceremony on Friday. Jeans, shorts, t-shirts, sneakers and sandals are appropriate *only* for the barbeque cookout and the nightly hospitality room.

All attendees must check-in for LEEDS in the Einstein Room of the Nassau Inn on Sunday, June 9, 2024, between 2:00 p.m. and 4:00 p.m.

Directions to the Nassau Inn can be found on the Nassau Inn website at www.nassauinn.com.

Attendees commuting during the week should look for commuter information on our website at www.maleeds.org.

Please bring a color photocopy of a government ID (work ID, driver's license) with you to check-in with your name written on the photocopy. This will allow us to mail your graduation photo to you.

The **invoice** for the program is attached to this letter. Please follow the instructions on the invoice as we must receive your department check or a signed invoice prior to the start of the class. The MALEEDS W-9 and State of NJ Business Registration forms are located on our website. If you have any questions concerning the seminar, please email me at cdavall@maleeds.org or John DeVoe at jdevoe@maleeds.org. If you have payment questions, please call or email Bob Buchanan (609) 510-7933; robertii@aol.com

Please visit www.maleeds.org for MALEEDS executive board contact information, course information and forms. The class roster and agenda will be posted on our website in late May. We look forward to seeing you at LEEDS in June!

Sincerely,



Charles W. Davall, Jr., President
For The Board of Directors
Mid-Atlantic Law Enforcement
Executive Development Seminar

PLEASE MAIL THE INVOICE AS LISTED BELOW:

MID-ATLANTIC LEEDS

c/o Robert Buchanan
PO Box 2069
Princeton, NJ 08543

INVOICE

Registration fee for Mid-Atlantic Law Enforcement Executive Development Seminar, for the week of June 9, 2024-June 14, 2024, is: \$850.00.

Tax ID #52-1839826

Please make your check or purchase order payable to Mid-Atlantic LEEDS and mail it to the above address.

If you have any questions regarding this invoice or billing, contact Robert Buchanan (609) 510-7933 or email at robertii@aol.com

NOTE: PAYMENT OR A SIGNED PURCHASE ORDER MUST BE RECEIVED
PRIOR TO MAY 31, 2024

[View In Browser](#)

Your reservation is confirmed!

Dear Timothy,

Thank you for choosing the Nassau Inn for your upcoming visit to the historic town of Princeton. During your visit we encourage you to take advantage of all that Princeton has to offer just steps outside our front doors. Our Guest Service agents are happy to offer suggestions or walking directions to help enhance your experience. Please review your reservation information below closely and contact us if we can be of further assistance.

ARRIVAL DATE

June 9, 2024

DEPARTURE DATE

June 14, 2024

OF ADULTS

1

OF CHILDREN

0

AVERAGE DAILY RATE

156.00

TYPE OF ROOM

Standard King

SUBTOTAL*

780.00

CONFIRMATION #

R860633689

Read about our commitment to your health and safety

[View More](#)

Our Policies

Cancellation Policy: Cancellation is up to 3pm, 24hrs prior to arrival to avoid one night's room and tax charge except prepaid non-refundable reservations which are non-refundable, non-transferrable and payment is final. There will be no exceptions to this policy.

Check-In Time: 3:00pm

Check-Out Time: 11:00am

Room Tax: 6.625% sales tax, 5% occupancy tax and 3% municipality tax

Upgrade Your Room: Call Reservations at [609.921.7500](tel:6099217500)

Parking: Self-parking, \$20 per night, plus tax

Directions: For driving directions, please view [here](#)

Contact Us

Guest Services: (609) 921-7500

Reservations Number: (609) 921-7500 x-102

Website: www.nassauinn.com

Yankee Doodle Tap Room



We hope you will enjoy a relaxing meal, craft beer or a signature cocktail in our gastropub style restaurant while you are a guest at the hotel. The Yankee Doodle Tap Room is conveniently located on the first floor of the hotel.

[MAKE A RESERVATION](#)

Meetings & Private Events



Located across the street from Princeton University in the heart of vibrant Palmer Square, downtown The Nassau Inn features more than 10,000 square feet of function space accommodating events ranging from 6 to 300 guests.

[MEETINGS & EVENTS](#)

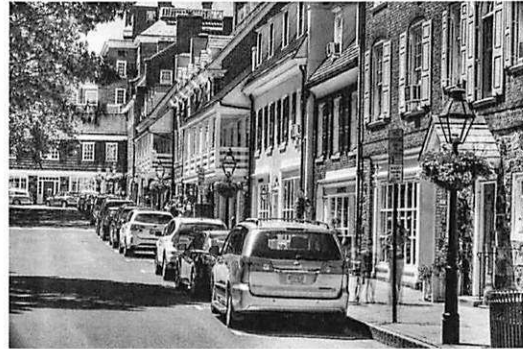
Weddings



Celebrate an unforgettable wedding at our Princeton hotel, a destination where historic charm merges with contemporary style.

[VIEW MORE](#)

Attractions



Palmer Square boasts a collection of shopping and dining right in the heart of downtown Princeton across from Princeton University.

[PLAN YOUR STAY](#)

Nassau Inn | 10 Palmer Square East Princeton, New Jersey 08542 | [609-921-7500](tel:609-921-7500)

[Unsubscribe from our marketing emails.](#)

[Privacy Policy](#) | [Terms & Conditions](#)

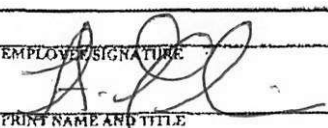
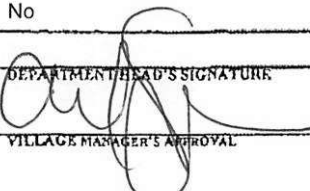
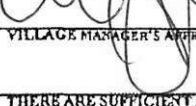
VILLAGE OF MAMARONECK TRAVEL AUTHORIZATION FORM

Please fill out Travel Authorization form & obtain approval prior to making reservations.

Village Manager's authorization is required for overnight travel up to \$1,500 in aggregate, per trip, per employee.

Board of Trustees authorization is required for overnight travel over \$1,500 in aggregate, per trip, per employee.

Estimated total cost of trip \$ 1630.00

EMPLOYEE'S NAME AND TITLE Lt. Tim Galvin		TELEPHONE NUMBER 914-825-8573	FAX NUMBER 914-777-7707
DEPARTMENT AND LOCATION Village of Mamaroneck Police		E-MAIL TGalvin@vompd.com	
PURPOSE OF TRIP Mid Atlantic Law Enforcement Executive Development Seminar (MALEEDS)			
ITINERARY			
FROM	TO	DATE	DEPARTURE TIME
Mamaroneck, NY	Princeton, NJ	6/9/2024	0800
Princeton, NJ	Mamaroneck NY	6/14/2024	1600
CAR RENTAL NEEDED? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> (IF YES PLEASE COMPLETE INFORMATION BELOW)			
CITY	NUMBER OF DAYS	SPECIAL INFORMATION	
HOTEL NEEDED? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> (IF YES PLEASE COMPLETE INFORMATION BELOW)			
CITY	DATE(S)	HOTEL NAME (IF KNOWN)	SPECIAL INFORMATION
Princeton, NJ	6/9/2024-6/14/2024	Nassau Inn	
		10 Palmer Sq East	
		Princeton, NJ 08542	
IS ANY PORTION OF THIS TRIP PERSONAL? IF YES, PLEASE EXPLAIN. No			
EMPLOYEE'S SIGNATURE 		DEPARTMENT HEAD'S SIGNATURE 	
DATE 4/16/2024		DATE 4/10/24	
PRINT NAME AND TITLE Lt. Timothy Galvin		VILLAGE MANAGER'S APPROVAL 	
		THERE ARE SUFFICIENT FUNDS AVAILABLE IN THE APPROPRIATE VILLAGE DEPARTMENTAL BUDGET.	INITIAL

[View In Browser](#)

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OF ADULTS

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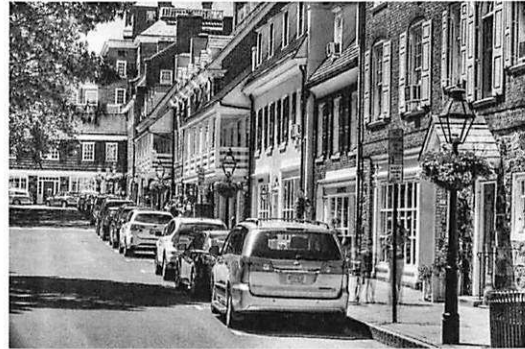
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Please visit www.maleeds.org for MALEEDS executive board contact information, course information and forms. The class roster and agenda will be posted on our website in late May. We look forward to seeing you at LEEDS in June!

Sincerely,



Charles W. Davall, Jr., President
For The Board of Directors
Mid-Atlantic Law Enforcement
Executive Development Seminar

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NOTE: PAYMENT OR A SIGNED PURCHASE ORDER MUST BE RECEIVED
PRIOR TO MAY 31, 2024

**RESOLUTION RE: GRANTING TRAVEL AUTHORIZATION FOR LIEUTENANT
TIMOTHY GALVIN**

WHEREAS, by resolution of September 13, 2010, the Village of Mamaroneck Board of Trustees adopted a Travel Policy, attached hereto, giving the Village Manager the discretion to approve travel authorizations equal to, or less than \$1,500 and requiring all Board of Trustees approval for all overnight travel authorizations exceeding of \$1,500; and

WHEREAS, Lieutenant Timothy Galvin has been selected to attend the nationally recognized Mid-Atlantic Law Enforcement Executive Development Seminar in Princeton, NJ from June 9, 2024 through June 14, 2024; and

WHEREAS, Lieutenant Timothy Galvin will attend the training at a cost of \$1,630.00, which includes conference registration, training, lodging, travel and meals; and

WHEREAS, the estimated funds required for this training seminar are provided for in the Fiscal Year 2024/2025 Police Department Budget; now therefore be it

RESOLVED, that Lieutenant Timothy Galvin is hereby authorized for overnight travel to attend the Mid-Atlantic Enforcement Executive Development Seminar in Princeton, NJ, from June 9, 2024, through June 10, 2024; and be it further

RESOLVED, that expenses related to this seminar be charged to the appropriate budget account as provided for the adopted Fiscal Year 2024/2025 General Fund Budget.

Village of Mamaroneck, NY

Item Title: Lease of Additional Storage Space at 650 Halstead Avenue

Item Summary: Lease of Additional Storage Space at 650 Halstead Avenue

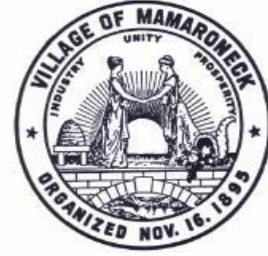
Fiscal Impact: 7500 FY 2024/25

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
memo	4/18/2024	Cover Memo
storage needs email	4/18/2024	Cover Memo
Third Amendment to Lease Agreement	4/18/2024	Cover Memo
reso	4/18/2024	Cover Memo

MEMORANDUM

Village of Mamaroneck



To: Charles Strome, Interim Village Manager

From: Daniel J. Sarnoff, Deputy Village Manager

Re: Lease for Additional Storage Space at 650 Halstead Avenue

Date: April 18, 2024

P 914-777-7703

F 914-777-7760

www.villageofmamaroneck.org

For many years, documents were stored in the attic at 169 Mount Pleasant as well as Building Department documents being stored in the hallway and office space on the Third Floor at 169 Mount Pleasant Avenue, however, due to space limitations and the need to store documents in an appropriate environment, it became necessary to find an offsite location to store the Village's records.

The Village first began utilizing the 650 Halstead Avenue site in 2005 and it continues to serve as an important component in the Village's document retention program. The facility is 1,850 square feet (sq. ft.) with twelve-foot (12') high ceilings which affords tremendous amount of storage space. Additionally, as the facility is climate controlled, it is an ideal location for storage (per representative of New York State Education Department – Archives Division who has visited the facility).

As it relates to the site, the Village has been and continues to be involved in a major effort to index, scan and track all documents. This process began approximately 15 years ago when the Village first moved to this location. During this time, carefully reviewed records and indexed them utilizing New York State Archive software. This provides the Village with the ability to quickly retrieve pertinent documents as well as track what documents are scheduled for destruction in accordance with the State's Records Retention and Disposition Schedule LGS-1.

Among the specific benefits of the site as opposed to other storage options, I offer the following:

- 1) One central location for archived documents
- 2) Space for a desk for a records clerk
- 3) Internet and phone service available to communicate
- 4) The storage facility is not located in a flood zone
- 5) Ramp to basement for easy access for deliveries of documents as well as staging of mobile shredders (either county mobile shredder or a commercial service)

Among the space leased, approximately 800 square feet is utilized for the storage of Building Department records. As additional Building Department records are produced, it outpaces the Village's ability to dispose of in accordance with the LGS-1 schedule. As such, we have asked

the Landlord if there were additional space the Village could lease. Based on this discussion, the landlord identified that there was a space of approximately 850 square feet available and if the Village were interested, proffered an amendment to the agreement with terms as follows:

- 1) Lease of 2,700 Square Feet of Basement Storage utilized for storage of Village records
- 2) Twenty-three (23) month term May 1, 2024 through March 31, 2026 (coincides with the conclusion of the current lease agreement).
 - a. Rent of \$2,670.97/month, for a term of May 1, 2024 through March 31, 2025 - *\$0.99/sq. ft.*
 - b. Rent of \$2,751.09/month, for a term April 1, 2025 through March 31, 2026 - *\$1.02/sq. ft.*
- 3) Heat and Electric provided at no cost.

The Village currently pays \$1.09/sq. ft. under the current lease for 1,850 sq. ft.

Given the importance of the facility as part of our document storage program, Staff recommends that the amendment to the lease and rider agreement be executed. Sufficient funds exist in the current budget for this purpose, however, a budget transfer of \$7,500 would be required in the new fiscal year should the Village lease this space.

Daniel Sarnoff

From: Carolina Fonseca
Sent: Thursday, April 18, 2024 4:24 PM
To: Daniel Sarnoff; Sally Roberts
Cc: Matthew Gansert
Subject: Building Department files: Storage needs

Team, please kindly see below.
Thank you,

Carolina Fonseca
Building Inspector



Village of Mamaroneck

From: Matthew Gansert <mgansert@vomny.org>
Sent: Thursday, April 18, 2024 4:09 PM
To: Carolina Fonseca <cfonseca@vomny.org>
Subject: FW: Storage needs

From: Matthew Gansert
Sent: Monday, April 08, 2024 5:13 PM
To: Carolina Fonseca <cfonseca@vomny.org>
Subject: Storage needs

Good afternoon,

I just wanted to send over my most recent update regarding our pending storage needs. We are currently at capacity for our existing storage space at 650 Halstead. There are 4 empty drawers currently, and an additional two will open up once we are able to move the replacement cabinet into position. However, all of those are already spoken for by pending filing. It's simply a matter of time until I've worked my way through the remaining bins of outstanding paperwork, at which point we will be on our way back towards where we were two years ago. Additionally, we have a considerable volume of additional records with the integration of the planning, zoning, and HCZM records we have located. Pictures are included, since numbers really don't do this issue justice at this point. I will summarize for the sake of clarity. There are an estimated 375 bankers boxes worth of paperwork represented in these photos. That number is not exact due to the nature of some of the items. In addition, There is a volume of plans that cannot be adequately measured until we commit significant time to trying to preserve them. I would estimate on the order of hundreds of sets between those pictured and the other two locations I was unable to get photos of. I estimate that we will need at least 32 additional filing cabinets to hold the additional files and paperwork estimated by this amount. This will hold what we are looking at currently, not including necessary space for future records. By the time we are able to get that amount and properly make use of it, we will be well behind once again. My previous estimate's seem to be holding true so far this year, so we will probably be needing additional cabinet space at very regular intervals as we continue to generate records. A

reminder as well, new files tend to be larger and more extensive than the old ones due to the increased diligence and attention to detail by our staff. The procedures and improved training and code awareness over the last year and a half have been incredibly important, but this is the one downside. Additionally, we are closing permits and issuing COs at a much faster rate on current items. Add in the impending push to handle older items still present at the 169 office and we're looking at a continuing increase in the amount of items sent to archives over the next few years. With that estimate included, we are looking at closer to 38 new cabinets to cover everything through the next two calendar years. Please also remember our current records occupy only 35 cabinets. We will need to more than double our current storage space for files. Additionally, we will need new space to expand our plan storage. If we are able to make continuing use of the side room, we should be able to replace the boxes currently there with shelving for stored plans. However, that will last us another year and a half at most given the rate plans are now being scanned and tubed for proper preservation and archiving. If we want everything back in one connected space, we will need an area approximately 3.2X our current archival room in size. Given the records represented and the difficulty of sorting through many of the older items, it would take me between two and a half and five years for total integration of all items from their current locations. We can probably cut that down if I can borrow some of the staff for help at some point, but I'm really the only one left with the level of familiarity needed to sort through most of the older items. More on that thought below. Please let me know what you think. I am, as always, at your disposal.

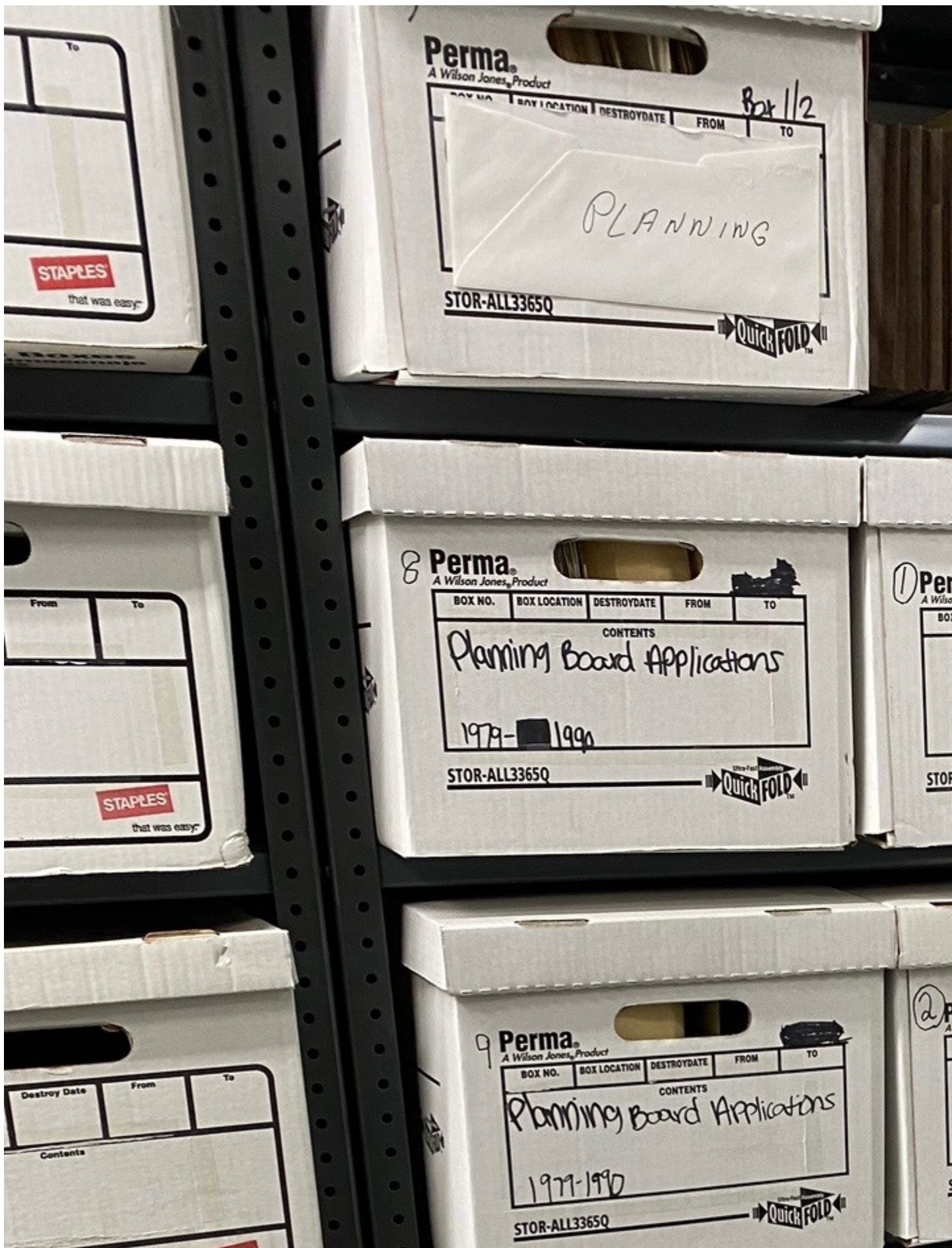
With the recent loss of Tamika, I would like to bring up the need for someone else to have at least some additional knowledge of how our archival system is set up and how we would plan to expand and improve it going forward. I have no plans whatsoever to go anywhere, but life is a fragile thing and I believe in preparing for the worst. If the day came where I never walked through that door again, you need someone else who can make sense of all of this in my place. As it stands right now, there is no backup and that worries me. I know it's a really morbid thought, but as Mel Brooks said, 'hope for the best and expect the worst'.

Take care and stay safe,
Matthew J Gansert

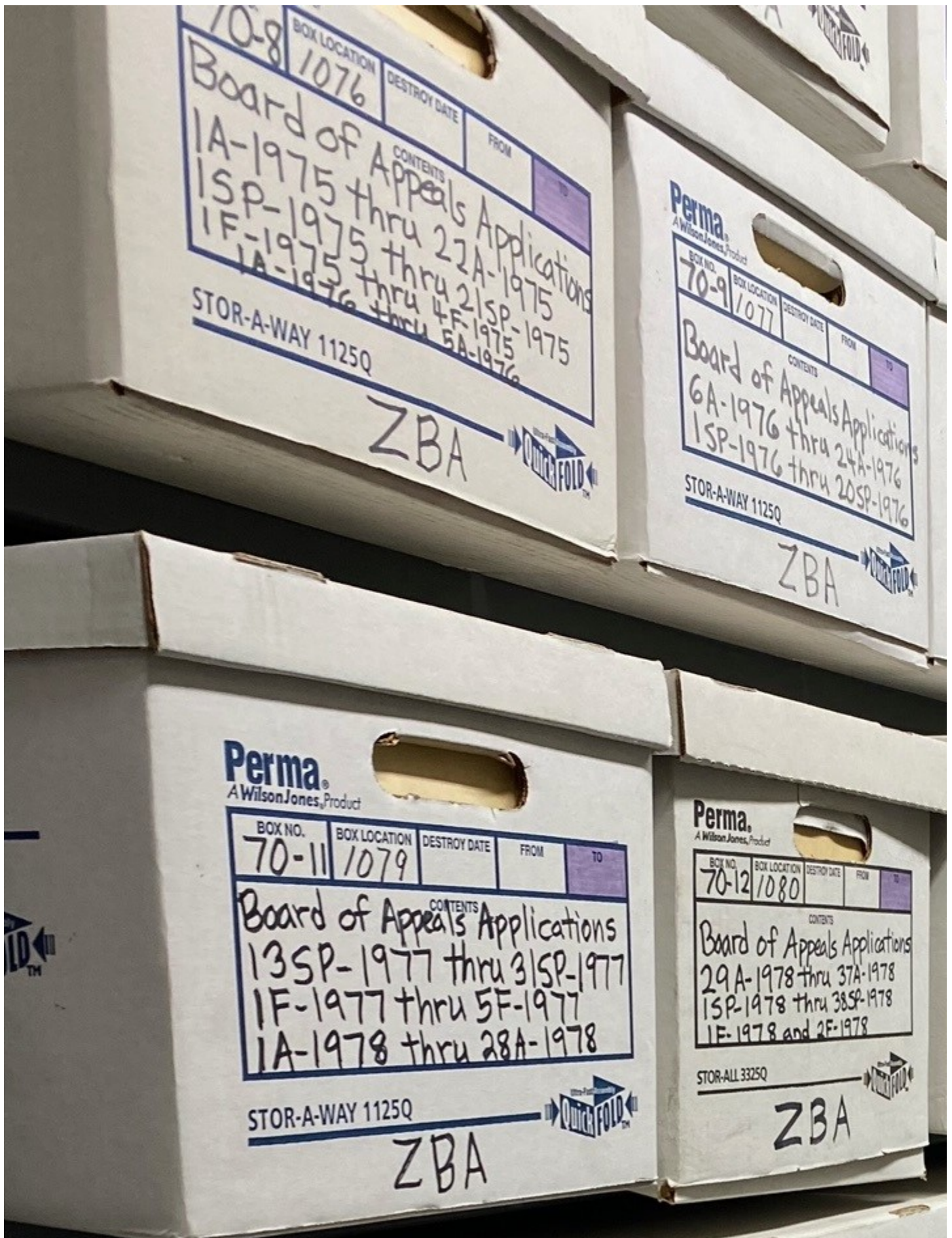






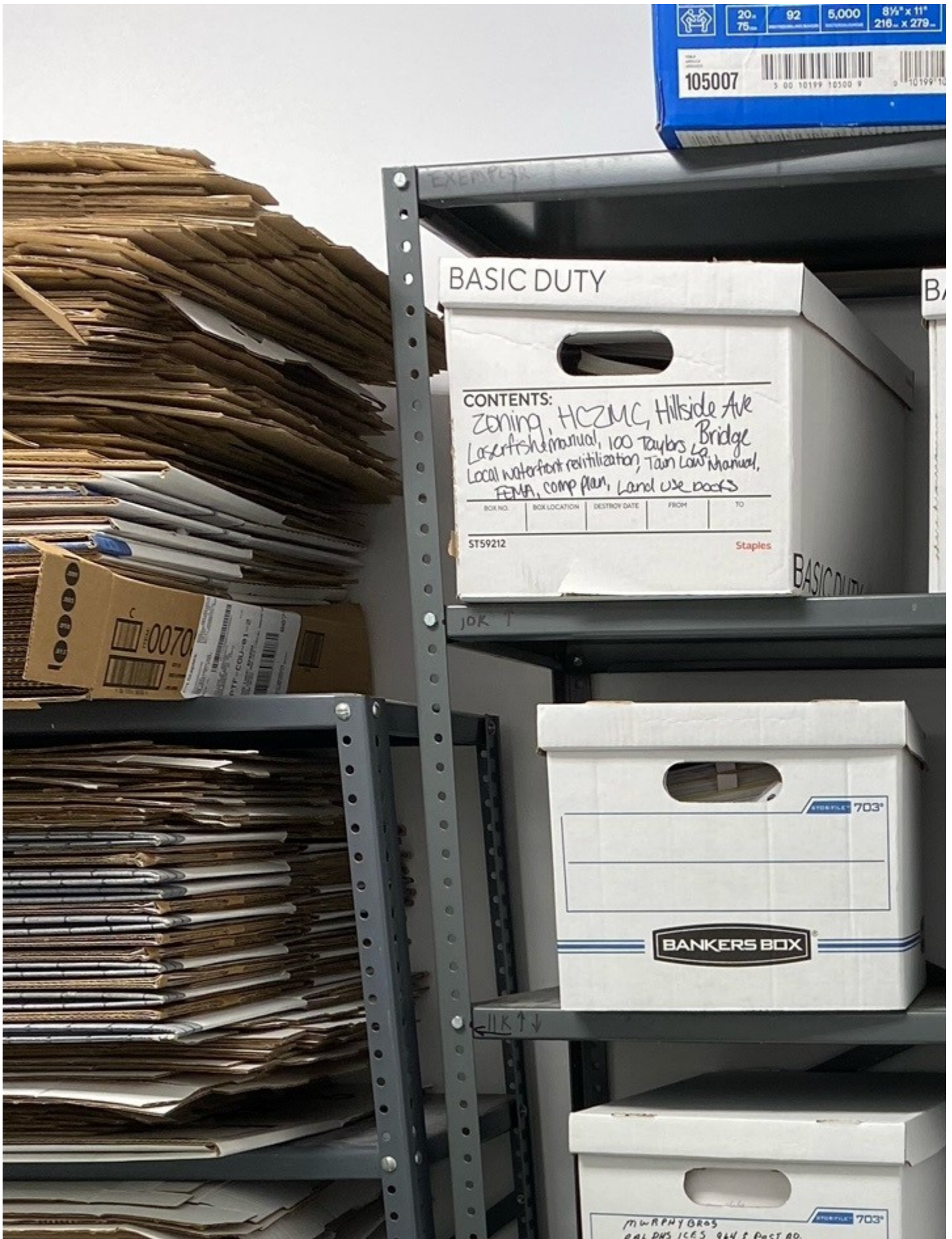




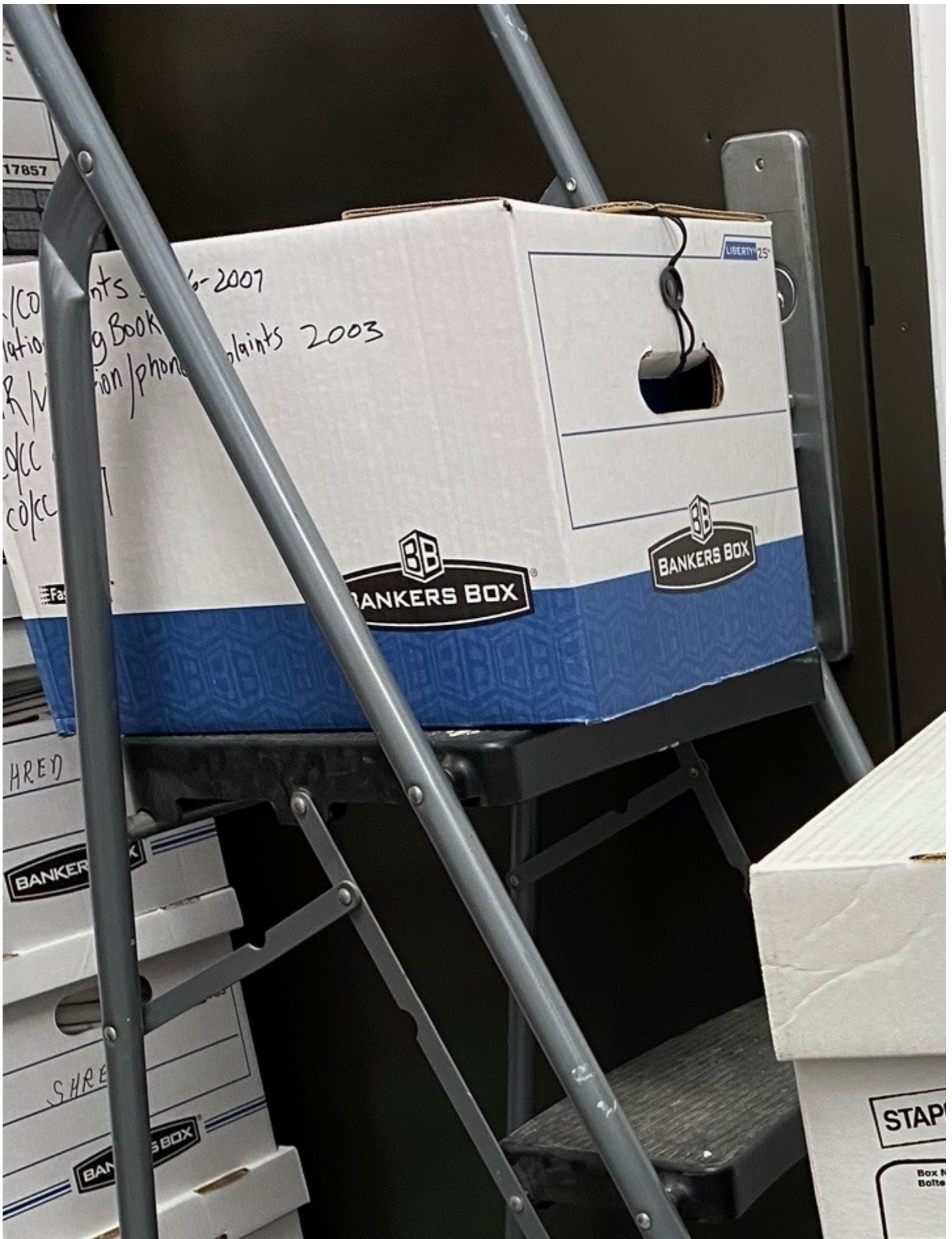


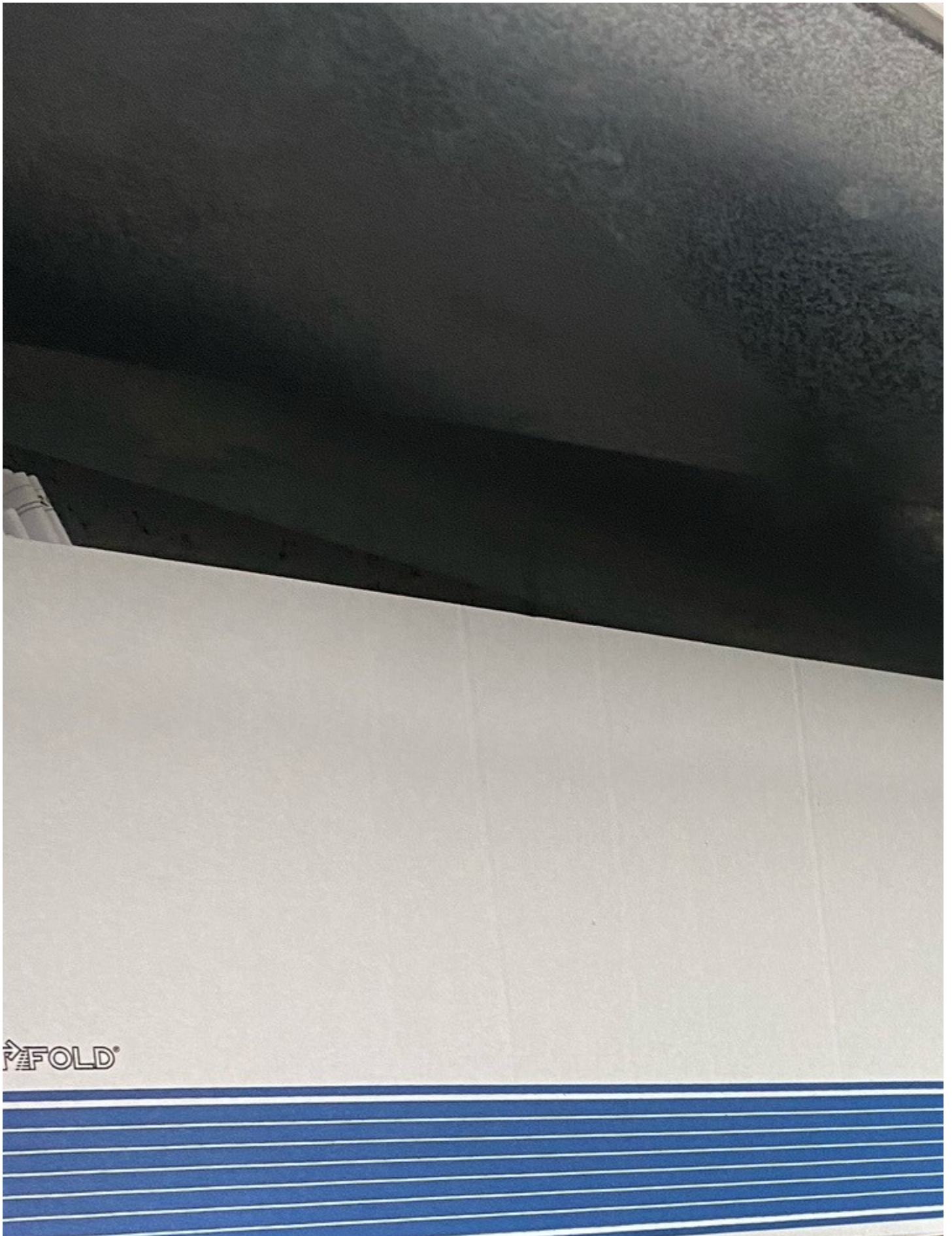






























Matthew J Gansert
Office Assistant (Building Department)
Village of Mamaroneck
169 Mount Pleasant Avenue
Mamaroneck, NY 10543

(P) 914-777-7731
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mgansert@vomny.org

THIS THIRD AMENDMENT to the Lease and Rider to Lease dated as of the ____ day of APRIL, 2024 (the "Effective Date") is made by and between MAMARONECK OFFICE PLAZA LLC (hereinafter referred to as the "LANDLORD") and THE VILLAGE OF MAMARONECK (hereinafter referred to as the "TENANT").

WHEREAS, the Landlord and Tenant entered into the original Lease Agreement with Rider dated JANUARY 6, 2015 which commenced on APRIL 1, 2015 for 1,050 square feet of the premises known as 650 Halstead Avenue, Mamaroneck, New York (hereinafter referred to as the "Lease"); and

WHEREAS, said Lease was amended by the Landlord and Tenant by Amendment dated APRIL 14, 2015 whereby the Tenant increased the amount of space occupied by Tenant from 1,050 square feet to 1,650 square feet effective August 1, 2015; and

WHEREAS, said Lease was amended by the Landlord and Tenant by Amendment dated March 16, 2021 whereby the Tenant increased the amount of space occupied by Tenant from 1,650 square feet to 1,850 square feet effective April 1, 2020; and

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The square footage occupied by Tenant at the premises known as 650 Halstead Avenue, Mamaroneck, New York **shall increase by 850 square feet to a total of 2,700 square feet** and shall be used by Tenant as outlined in the original Lease Agreement dated January 6, 2015. Utilities are provided by the Landlord at no additional cost to the Tenant.

2. Article No. 1 - RENT of the Rider to Lease shall be modified as follows:

Effective MAY 1, 2024, Tenant shall pay rent as follows:

MAY 1, 2024 to MARCH 31, 2025 - \$2,670.97 per month, for a total of \$29,380.67 for the eleven (11) month period;

APRIL 1, 2025 to MARCH 31, 2026 - \$2,751.09 per month, for a total of \$33,013.08 per annum;

APRIL 1, 2026 to MARCH 31, 2027 - \$2,833.62 per month, for a total of \$34,003.44 per annum;

APRIL 1, 2027 to MARCH 31, 2028 - \$2,918.62 per month, for a total of \$35,023.44 per annum;

APRIL 1, 2028 to MARCH 31, 2029 - \$3,006.17 per month, for a total of \$36,074.04 per annum.

3. Except as modified and amended, all of the terms, covenants and conditions of the original Lease, First Amendment and Second Amendment (collectively referred to as the "Lease Agreement"), are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term thereof. No further changes to the Lease Agreement, or this Amendment may be made except by written agreement signed by the parties. In the event of a conflict between the terms of the original Lease and the terms of this Amendment, the terms of this Amendment shall control.

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

MAMARONECK OFFICE PLAZA
LLC

By _____
MARTIN SPATZ, Landlord

THE VILLAGE OF MAMARONECK

By _____
Tenant

**RESOLUTION RE:
AUTHORIZATION TO EXECUTE THIRD AMENDMENT TO LEASE AGREEMENT
FOR SPACE AT 650 HALSTEAD AVENUE**

WHEREAS, the Village first began utilizing the 650 Halstead Avenue site in 2005 and it continues to serve as an important component in the Village's document retention program, said facility being 1,850 square feet (sq. ft.) with twelve-foot (12') high ceilings which affords tremendous amount of storage space; and

WHEREAS, among the benefits of this offsite facility are the following:

- 1) One central location for archived documents
 - 2) Space for a desk for a records clerk
 - 3) Internet and phone service available to communicate
 - 4) The storage facility is not located in a flood zone
 - 5) Ramp to basement for easy access for deliveries of documents as well as staging of mobile shredders (either county mobile shredder or a commercial service)
- ; and

WHEREAS, the current agreement expires on March 31, 2026; and

WHEREAS, among the space leased, approximately 800 square feet is utilized for the storage of Building Department records; and

WHEREAS, as additional Building Department records are produced, it outpaces the Village's ability to dispose of other records in accordance with the LGS-1 schedule and staff asked the Landlord if there were additional space the Village could lease; and

WHEREAS, based on this discussion, the landlord identified that there was a space of approximately 850 square feet available and if the Village were interested, proffered an amendment to the agreement with terms as follows;

- 1) Lease of 2,700 Square Feet of Basement Storage utilized for storage of Village records
- 2) Twenty-three (23) month term May 1, 2024 through March 31, 2026 (coincides with the conclusion of the current lease agreement).
 - a. Rent of \$2,670.97/month, for a term of May 1, 2024 through March 31, 2025 - \$0.99/sq. ft.
 - b. Rent of \$2,751.09/month, for a term April 1, 2025 through March 31, 2026 - \$1.02/sq. ft.
- 3) Heat and Electric provided at no cost.

NOW THEREFORE BE IT RESOLVED, that the Village Manager is herein authorized to an agreement with Mamaroneck Office Plaza, LLC, in substantially the same form as attached hereto for 2,700 sq. ft. of office space at 650 Halstead Avenue; and be it further

RESOLVED, that costs associated with such rental be charged to an account to be determined by the Clerk treasurer subject to adequate budget appropriations being provided; and

be it further

RESOLVED, that the Village Manager is herein authorized to undertake such administrative acts as may be required to effectuate the terms of the lease agreement.

Village of Mamaroneck, NY

Item Title: Sporttime

Item Summary: Sporttime

Fiscal Impact:

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
sporttime	4/18/2024	Cover Memo

Village of Mamaroneck



*Village Hall at the Regatta
P.O. Box 369*

*123 Mamaroneck Avenue
Mamaroneck, NY 10543*

<http://www.villageofmamaroneck.org>

OFFICE OF
ROBERT A. SPOLZINO
VILLAGE ATTORNEY

Tel (914) 777-7737
Fax (914) 777-7769

TO: Mayor Torres and the Board of Trustees

FROM: Robert A. Spolzino, Esq.

RE: Sportime

DATE: April 16, 2024

CC: Charles Strome, Interim Village Manager
Daniel Sarnoff, Deputy Village Manager
Agostino A. Fusco, Village Clerk-Treasurer
Sally Roberts, Deputy Village Clerk
Mary Desmond, Esq., Deputy Village Attorney

Attached for your review and, if you choose, approval, is a proposed agreement with Sportime extending Sportime's license for two years, to August 31, 2026, together with a proposed resolution authorizing the execution of the agreement.

The terms of the agreement are identical to the terms of Sportime's current agreement, except that Sportime is obligated by this agreement to make \$150,000 in improvements to its facilities or pay the Village the difference between \$150,000 and the cost of the improvements it does make. The proposed improvements are: (i) renovating the outdoor hard tennis court to a first-class condition, including repair and resurfacing, and converting its use from a single outdoor tennis court to four, dedicated outdoor pickleball courts; (ii) any necessary cleaning and repair to the air structures; (iii) maintenance, repair or replacement of inflation/heating units for air structures; (iv) reconditioning of clay courts, including all new lines; and (v) structural and cosmetic renovation of the interior and exterior of the clubhouse, including necessary exterior carpentry and paint, a new roof, a gut renovation of the bathrooms and all new interior finishes in the bathrooms and clubhouse. The agreement requires that Sportime obtain the approval of the Village Manager and whatever Building Department approvals are required.

**RESOLUTION RE:
AUTHORIZING EXECUTION OF AGREEMENT WITH SPORTIME**

WHEREAS, the Village of Mamaroneck and Sportime entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village, a multi-purpose recreational facility; and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement dated February 11, 2002 (the “2002 Amendment”), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement (the “2009 Agreement”); and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime’s operation in Harbor Island Park through August 31, 2020 (the “2019 Agreement”); and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the “Settlement Agreement”); and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020; and

WHEREAS, on May 27, 2020, the parties entered into an agreement entitled “2020 Agreement between the village of Mamaroneck and Sportime” (the “2020 Agreement”), a copy of which is attached as Exhibit A, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, and

WHEREAS, on January 21, 2022, the parties entered into an agreement entitled “2021 Agreement between the village of Mamaroneck and Sportime” (the “2021 Agreement”), a copy of which is attached as Exhibit B, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2022 through August 31, 2024, and

WHEREAS, the Village and Sportime recognize that it is in their mutual best interest to ensure that Sportime’s tennis program, pursuant to the 2002 Agreement, 2002 Amendment, 2009 Agreement, 2019 Agreement, 2020 Agreement, and 2021 Agreement continues to operate and be available to the residents of the Village, at least through August 31, 2026; and

WHEREAS, the proposed agreement with Sportime (the “2024 Agreement”), a copy of which is attached, provides for a two-year extension from September 1, 2024 through August 31, 2026, and requires Sportime to make certain maintenance and repairs to its facilities as provided in the 2024 Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees finds and determines that the authorization and execution of the 2024 Agreement is a Type II action under the New York State Environmental Quality Review Act (“SEQRA”) because, as provided by 6 N.Y.C.R.R. § 617.5(c)(1), the 2024 Agreement provides only for

maintenance and repair involving no substantial changes in an existing structure or facility and that, therefore, no further review under SEQRA is required; and be it further

RESOLVED that the Board of Trustees finds and determines that the authorization and execution of the 2024 Agreement does not require consistency review under Chapter 240 of the Code of the Village of Mamaroneck because the 2024 Agreement provides only for maintenance or repair involving no substantial changes in an existing structure or facility and therefore the authorization and execution of the 2024 Agreement is not an action as defined in section 240-5 of the Village Code; and be it further

RESOLVED that the Village Manager is authorized to execute the 2024 Agreement in the form as attached; and be it further

RESOLVED that the Village Manager is authorized to undertake administrative acts as may be necessary to effectuate the terms of the 2024 Agreement.

2024 Agreement between the Village of Mamaroneck and Sportime

WHEREAS, the Village of Mamaroneck, a New York municipal corporation with its principal office at Village Hall at the Regatta, 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (the “Village”) and Sportime Clubs, LLC, f/k/a Island Tennis, L.P., d/b/a Sportime, a New York limited liability company with offices at 320 Abrahams Path, P.O. Box 778, Amagansett, NY 11930 (“Sportime”), entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village for, among other things, a multi-purpose recreational facility (the “2002 Agreement”), and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement by agreement dated February 11, 2002 (“the 2002 Amendment”), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement (“the 2009 Agreement”), and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime’s operation in Harbor Island Park through August 31, 2020 (the “2019 Agreement”), and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the “Settlement Agreement”), and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020, and

WHEREAS, on May 27, 2020, the parties entered into an agreement entitled “2020 Agreement between the village of Mamaroneck and Sportime” (the “2020 Agreement”), a copy of which is attached as Exhibit A, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, and

WHEREAS, on January 21, 2022, the parties entered into an agreement entitled “2021 Agreement between the village of Mamaroneck and Sportime” (the “2021 Agreement”), a copy of which is attached as Exhibit B, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2022 through August 31, 2024, and

WHEREAS, the parties now mutually desire to extend the 2021 Agreement for two years, from September 1, 2024 through August 31, 2026.

NOW, THEREFORE, the Village and Sportime agree that the term of the 2021 Agreement is extended, upon the same terms and conditions, from September 1, 2024 through August 31, 2026.

Notwithstanding the above, as part of this 2024 Agreement Sportime will be permitted and required to make the following improvements to the Tennis Facility, subject to the following terms:

Improvements to the Tennis Facility by Sportime. Subject to the provisions of this Agreement, on or before August 31, 2024, Sportime will make improvements to the Tennis Facility that will cost Sportime, in the aggregate, at least \$150,000 (the “Construction”). Sportime will provide to the Village an itemized accounting for the improvements it makes. If, within the required time, Sportime does not make improvements that, in the aggregate, cost \$150,000,

Sportime will pay to the Village, no later than September 30, 2024, an amount equal to the difference between the cost of the improvements it has made or installed and \$150,000.

Sportime must obtain the written approval of the Village Manager, and any building permit or other permit required by law, before making any improvements. The Village Manager's approval will not be unreasonably withheld or delayed. In addition to routine maintenance and repair, the following are the improvements specifically contemplated by this agreement, which improvements Sportime may undertake without further consent beyond this agreement:

- i. Renovating the outdoor hard tennis court to a first-class condition, including repair and resurfacing, and converting its use from a single outdoor tennis court to four, dedicated outdoor pickleball courts.
- ii. Any necessary cleaning and repair to the air structures.
- iii. Maintenance, repair or replacement of inflation/heating units for air structures.
- iv. Reconditioning of clay courts, including all new lines.
- v. Structural and cosmetic renovation of the interior and exterior of the clubhouse, including necessary exterior carpentry and paint, a new roof, a gut renovation of the bathrooms and all new interior finishes in the bathrooms and clubhouse.

The Village of Mamaroneck

By: _____
Daniel Sarnoff
Deputy Village Manager

Sportime Clubs, LLC, f/k/a Island
Tennis, L.P., d/b/a Sportime

By: _____
Claude Okin
President and CEO

Dated: April __, 2024

2020 Agreement between the Village of Mamaroneck and Sportime

WHEREAS, the Village of Mamaroneck, a New York municipal corporation with its principal office at Village Hall at the Regatta, 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (the "Village") and Sportime Clubs, LLC, f/k/a Island Tennis, L.P., d/b/a Sportime, a New York limited liability company with offices at 320 Abrahams Path, P.O. Box 778, Amagansett, NY 11930 ("Sportime"), entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village for, among other things, a multi-purpose recreational facility (the "2002 Agreement"), and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement by agreement dated February 11, 2002 ("the 2002 Amendment"), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement ("the 2009 Agreement"), and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime's operation in Harbor Island Park through August 31, 2020 (the "2019 Agreement"), and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the "Settlement Agreement"), and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020, and

WHEREAS, it is the mutual desire of the Village and Sportime that Sportime continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, pursuant to this Agreement, which Agreement shall replace, in its entirety, as of the commencement of the term of this agreement, the 2002 Agreement, the 2002 Amendment, the 2009 Agreement, and the 2019 Agreement (once expired) (collectively, the "Prior Agreements"), and to waive any and all claims under the Prior Agreements.

NOW, THEREFORE, the Village and Sportime agree as follows:

1. **Term.** The term of this agreement will be from September 1, 2020 through August 31, 2022. Each year of the term, from September 1, 2020 through August 31, 2021 and from September 1, 2021 through August 31, 2022, is a "Term Year." There is no renewal option.

2. **Premises.** This agreement applies to the "Tennis Courts Concession" as identified on Schedule A (the "Tennis Facility"). It is intended to be the same premises that Sportime has occupied pursuant to the 2002 Agreement, the 2002 Amendment, the 2009 Amendment and the 2019 Agreement.

3. *Exclusive right to operate.* This Village grants to Sportime, and Sportime accepts from the Village, the exclusive right to operate the "Tennis Facility," in accordance with the terms of this agreement.

4. *Fee.* Sportime will pay to the Village a fee (the "Fee") for each Term Year in the amount of 12 percent of its gross sales, as defined below, during that Term Year, but in no event shall the Fee in a Term Year be less than \$150,000 (the "Minimum Annual Fee"). The Fee will be paid as follows:

a. Subject to the terms and conditions of this agreement, Sportime will pay the Minimum Annual Fee each Term Year in 12 equal installments of \$12,500, commencing on the first day of September of the Term Year and ending on the first day of August of the Term Year;

b. Sportime will pay the balance of the Fee, if any, within 120 days of the end of the Term Year, accompanied by the audited financial statement required by subparagraph 16(d) below.

c. For the purpose of this agreement, gross sales shall mean all revenue of whatever nature or kind derived from the operation of the Tennis Facility (without deduction or set off of any kind), including but not limited to fees for use of any portion of the Tennis Facility whether such fees are charged hourly, daily, weekly, monthly, annually or otherwise, sales of all merchandise, sporting goods, food, beverages or any other items.

d. All payments required to be made under this agreement must be made in the then legal currency of the United States.

5. *Waiver of Claims under Prior Agreements.* Each of the parties hereby irrevocably waive any claims of any kind or nature each may have under the Prior Agreements as of the date of this agreement, including without limitation any claim the Village may have to recover minimum annual fees greater than \$75,000 per year under the Prior Agreements. Notwithstanding the foregoing, Sportime acknowledges that it remains obligated to pay the minimum annual fee for the period governed by the 2019 Agreement at the rate of \$75,000 per year, payable in equal monthly installments of \$6,250. Any claim that arises under the 2019 Agreement between the date of this agreement and the date on which it expires must be asserted by November 30, 2020, or is irrevocably waived.

6. *Prohibited Items.* In no event shall Sportime sell or offer for sale any alcoholic beverages or tobacco items at the Tennis Facility, nor shall Sportime place any outdoor vending machines on the Premises.

7. *Condition of the Tennis Facility at beginning of Term.* The Village will deliver the Tennis Facility to Sportime in its "as is" condition as of September 1, 2020. The Village makes no warranties as to the condition of the Tennis Facility. Sportime acknowledges that it has occupied the Tennis Facility since 2002, pursuant to the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement, and is fully familiar with its condition.

8. *Improvements to the Tennis Facility by Sportime.* Subject to the provisions of this Agreement, on or before December 31, 2020, Sportime will make improvements to the Tennis Facility that cost Sportime, in the aggregate, at least \$125,000 (the "Construction"). Sportime will provide to the Village itemized receipts for the improvements it makes. If, within the required time, Sportime does not make improvements that, in the aggregate, cost \$125,000, Sportime will pay to the Village, no later than January 31, 2021, an amount equal to the difference between the cost of the improvements it has installed and \$125,000.

a. Sportime must obtain the written approval of the Village Manager, and any building permit or other permit required by law, before making any improvements. The Village Manager's approval will not be unreasonably withheld or delayed. Notwithstanding the above, and in addition to routine maintenance and repair, the following are the improvements specifically contemplated by this section of this agreement, which improvements Sportime may undertake without further consent beyond this agreement:

- i. Upgrading the interior lighting in both air structures from current metal halite fixtures to LED fixtures, including replacing the 64 current fixtures with 80 new fixtures.
- ii. Any necessary cleaning and repair to the air structures, including 32 New D ring patches for the additional 16 light fixtures.
- iii. Maintenance and repair of inflation/heating units for air structures.
- iv. Reconditioning of courts, including all new lines.
- v. Cosmetic renovation of the interior of the club house, including new bathroom finishes.

b. The foregoing notwithstanding, Sportime may not change the tennis courts into any other kind of court, recreational facility or other facility.

c. Sportime will deliver to the Village, as and how the Village Manager reasonably directs, any items, including lighting fixtures and appurtenances, that Sportime removes from the Tennis Facility in the course of making the improvements.

d. The provisions of paragraph 9 notwithstanding, if Sportime installs new lighting fixtures at the Tennis Facility, including new lighting in the air-structures, between the date of this agreement and the end of the Term, Sportime may remove those lighting fixtures, and any appurtenances, such as attachment points and wiring, when it vacates the premises at the end of the Term. If Sportime fails to remove those lighting fixtures and appurtenances by the end of the Term, they will become the property the Village. If, in removing any of the fixtures or appurtenances as permitted by this subparagraph, Sportime makes any physical changes to any of the structures or improvements, Sportime will restore the structure or improvement to its condition on the date of this agreement.

9. Condition of premises at end of term. At the end of the Term, Sportime will vacate the premises, leave the air structures and inflation equipment at the Tennis Facility premises, and leave all of the structures, improvements, and playing surfaces, including the air structures and inflation equipment, intact, free and clear of any encumbrances, and in the same condition as they are on the date of this agreement, ordinary wear and tear excepted, except as provided in subparagraph 8(d).

10. Indemnification. To the maximum extent permitted by law, Sportime hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, not caused by the Village, Village Employees, Village Officers and/or Village Consulting Engineers, to all persons, whether or not employees of the Sportime, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with (i) the Construction; (ii) the performance or intended performance of the Construction; (iii) the performance or failure to perform this Agreement; (iv) the operation of the Tennis Facility or (v) any occurrence which happens in or about the Tennis Facility and was caused by Sportime, its agents, invitees, suppliers, officers or employees either directly or through a subcontractor, or while any of Sportime's property, equipment or personnel is in or about such area. Except to the extent, if any, expressly prohibited by law, should any such damage or injury be sustained, suffered, or incurred by the Village, any Village Employee, Village Officer or Village Consulting Engineers or any of their assigns, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon any Village Employee, Village Officer or Village Consulting Engineers or any of their assigns alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Village, its Employees, Officers or Village Consulting Engineers their officers, agents, partners and/or employees (hereinafter collectively referred to as "Indemnitees"), Sportime shall indemnify, defend and save Indemnitee harmless of, from and against any and all loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims provided same has not been caused solely by Indemnitees; and Sportime agrees to assume, on behalf of any and all Indemnitees the defense (with counsel reasonably satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree award, or order that may be entered against each said Indemnitee in any such action or proceeding.

11. Insurance.

a. Sportime will maintain, throughout the Term, the following insurances in the following minimum coverages:

- i. Workers' Compensation:
 - 1. State: Statutory;
 - 2. Applicable Federal (e.g., Longshoremen's): Statutory
 - 3. New York State Disability Benefits: Statutory

4. **Employer's Liability: \$100,000 per accident \$500,000 disease, Policy Limit \$100,000 each employee;**
- ii. **Comprehensive General Liability (including Premises-Operations, Independent Contractors' Protective, Products and Completed Operations, Broad Form Property Damage), which can be satisfied by the combination of Sportime's basic coverage and its Umbrella Coverage currently in the amount of \$25,000,000:**
 1. **\$2,000,000 combined single limit for Bodily Injury and Property Damage (per occurrence and per location).**
 2. **\$2,000,000 Aggregate Products and Completed Operations (per occurrence and per location);**
 3. **Property Damage Liability Insurance shall provide X, C, and U coverage;**
 4. **Broad Form Property Damage Coverage shall include Completed Operations.**
- iii. **Contractual Liability:**
 1. **Combined single limit per occurrence per project for Bodily Injury and Property damage: \$1,000,000 each occurrence, \$2,000,000 aggregate.**
 2. **The General Contractor must hold the Owner harmless for a minimum limit of \$5,000,000 for bodily injury, property damage, and personal injury liabilities for claims arising out of the Contractor's and Subcontractor's operations. Furthermore, "Contractual Liability" is hereby defined to extend to include defense of the indemnity by endorsement.**
- iv. **Personal Injury, per occurrence: \$2,000,000 aggregate, together with Employment Practices Liability Coverage which satisfies the foregoing \$2,000,000 aggregate coverage;**
- v. **Business Auto Liability (owned, non-owned, and hired vehicles) Combined single limit for Bodily Injury and Property Damage: \$2,000,000, which can be satisfied by the combination of Sportime's basic coverage and its Umbrella Coverage currently in the amount of \$25,000,000.**
- vi. **If the General Liability Coverage are provided by a Commercial Liability policy, the:**
 1. **General Aggregate shall be not less than \$2,000,000, and it shall apply, in total, to this project only;**
 2. **Fire Damage Limit shall be not less than \$100,000 on any one legal fire;**
 3. **Medical Expense Limit shall be not less than \$10,000 on any one person.**
- vii. **Umbrella Excess Liability, Minimum:**
 1. **\$5,000,000 over primary insurance.**
 2. **\$10,000 retention for self-insured hazards each occurrence for bodily injury, personal injury, and property damage liability.**

b. No insurance shall be carried with an insurer not licensed to do business in the State of New York or one who is not satisfactory to the Village.

c. **Verification of Coverage:** The Village shall have the right to inspect and approve insurance coverages above specified.

d. Certificates in duplicate, evidencing insurance coverage carried by Sportime and its Contractor, shall be filed with the Village before the commencement or construction. If requested by the Village, each certificate shall have attached to it a true copy of the policy or policies to which it refers.

e. The Village reserves the right, during the term of this agreement to require reasonable increases in insurance coverage which are consistent with the rates of coverage maintained by similar facilities in Westchester County.

12. Non-discrimination. Sportime shall, and shall cause all subcontractors to, comply with all requirements of the Village and of the law governing equal employment opportunity, affirmative action, and the subcontracting of work to minority-owned and women-owned business enterprises. Sportime shall incorporate the requirements of such agreement in every subcontract. At all times during the performance of its work under this agreement, Sportime shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination.

13. Operation and management. Sportime will operate the Tennis Facility as a "Family Tennis Club," offering individual and family memberships along with a wide variety of leagues and instructional programs for adults and children.

a. An indoor tennis season shall be conducted from approximately September 15th through May 15th during each Term Year. Outdoor operations shall be conducted at all other times except for the short period of time each year when the air structures are erected and taken down.

b. Except for closure due to weather or other emergency, Sportime shall operate all of the facilities described herein for no less than 350 days each year.

c. The hours of operation will be from 7:00 am until 11:00 pm during the indoor season, with the right to stay open until 1:00 am during the indoor season. Hours shall be reduced to the period from 7:00 am to dusk during the outdoor season.

d. Sportime shall maintain the air structures over the tennis courts during the indoor season.

e. No use of the tennis courts shall be permitted after dusk during the outdoor season and Sportime shall provide appropriate gates to secure the playing surfaces from unauthorized use.

There shall be no outdoor lighting of any playing surface. All lights at the Tennis Facility, except for security lights, shall be extinguished within one hour after the Tennis Facility is closed for business each night.

f. Sportime shall adequately staff the Premises at all times with staff appropriate in number and experience to provide professional service to those who use the facilities and shall have professional instructors on site to meet customer demand. Sportime shall designate an on-site management person for contact by the Village. The Village Manager shall be provided with a telephone number at which a responsible individual can be contacted for emergencies twenty four hours per day, seven days per week.

g. The Pro Shop shall be opened at reasonable times during regular business hours.

h. As a use accessory to the operation of the tennis courts, Sportime may sell sporting equipment and apparel, soft drinks and snack foods on site.

i. Sportime shall:

- i. offer memberships to Village residents who are not senior citizens at a rate equal to 10 percent less than the rate at which memberships are offered to non-residents;**
- ii. waive any enrollment or initiation fees, currently between \$150-\$200, for Village residents;**
- iii. offer memberships to Village residents who are senior citizens at the rates of \$250 for an individual and \$350 for a couple;**
- iv. provide a 10 percent discount to Village residents on all product and programs in addition to membership fees;**
- v. not increase its rates by more than 10 percent in any Term Year without demonstrating economic need for a greater increase in rates and obtaining the written approval of the Village Manager, which approval shall not be unreasonably withheld or delayed;**
- vi. modify its website, its printed materials and its application forms to reflect prominently that Village residents are entitled to the discounts provided for in this agreement;**
- vii. provide to the Village current information with respect to all of the services it offers and the charges for each of those services;**
- viii. modify its requirements for reserving a tennis court to ensure that Village residents who are not Sportime members have the same rights as Sportime members to reserve tennis courts and to retain those reservations once made;**
- ix. work with the Village Recreation Department to provide a free weekly group tennis clinic to children below the age of 18 who are residents of the Village, during the summer season of each Term Year;**
- x. provide a free introductory tennis clinic to Village residents on four dates each Term Year; and**

- xi. offer a "scholarship program" providing instruction, practice and facility use to children below the age of 18 who demonstrate financial need, in accordance with a mutually agreeable procedure to qualify residents for the scholarship program that is administered by the Village.

14. Maintenance. Sportime agrees to keep the Premises, and any immediately adjacent area around the Premises, clean and free of debris and refuse.

a. Sportime shall, on a regular basis, clean all restrooms and locker rooms and inspect the entire Premises for debris and trash and collect same for proper disposal.

b. Sportime shall maintain the Premises and all structures, playing surfaces and equipment in a condition which is clean, safe and usable for their intended purposes during the entire term of this agreement. In addition, Sportime shall maintain the Premises, structures, equipment and playing surfaces in such a manner as to be available and attractive to use by individuals and families, recognizing that the Premises are owned by the Village and must provide a clean, safe and wholesome environment for use by Village residents and visitors to the Village.

c. Tennis surfaces shall be resurfaced no less than once every year by removing and replacing "dead" material, and more often if required to provide safe and usable facilities.

15. Control of conduct. Sportime agrees to take all appropriate measures to remove individuals who conduct themselves in a manner which is dangerous or unduly disturbing to others. Sportime shall refrain from conducting any business or activity which is not legal on the Premises and illegal use of the Premises is hereby prohibited.

16. Books and records.

a. Sportime shall keep the following books and records for purposes of inspection by the Village at reasonable times and upon notice in writing of said request to inspect: (a) account books; (b) gross receipt statements; (c) audit books; (d) quarterly and annual tax returns; (e) sales tax returns; (f) contracts for court time and multi-sport use; (g) daily sheets for court and multi-sport utilization; and (3) invoices for purchase, by Sportime, of items sold on Premises. All information that is computerized shall be supplied in electronic format.

b. At its own cost and expense Sportime shall furnish the Village with a statement of Gross Sales within sixty (60) days after the close of each month.

c. As part of the submission required by paragraph 13(d), and at its own cost and expense, Sportime shall provide the Village with an audited statement of gross sales, certified by a public accountant (licensed in the State of New York), within one hundred twenty (120) days of the end of each Term Year and notify the Village prior to audit of the audit dates.

d. At its own cost and expense Sportime shall provide the Village with complete audited financial statements, certified by a public accountant (licensed in the State of New York), for the Premises and Sportime within one hundred twenty (120) days of the end of each Term Year.

17. *Exclusive rights.* This agreement is exclusive to Sportime and Sportime specifically agrees not to let or grant any other party the use of the Premises for the same or any other business. If the Village enters into an agreement with any other party to operate a facility similar to the Tennis Facility, the Village shall give Sportime reasonable notice of its entering into that agreement. If Sportime reasonably believes such other operation shall have a material adverse impact on Sportime's operation of the Tennis Facility, the parties agree to negotiate such reasonable modifications of this agreement as will substantially remove such adverse impacts.

18. *No assignment.* This agreement is personal to Sportime and Sportime may not assign this Agreement to any other person, firm, partnership or corporation, including a corporate entity in which Sportime holds an interest. The foregoing notwithstanding, Sportime may assign this agreement to an affiliated entity in which Sportime continues to hold a majority interest, provided any such affiliated entity has a net worth at least equal to the net worth of Sportime.

19. *Limitation on alterations.* Except as provided in paragraph 8, Sportime will not add to or alter the Tennis Facility without the prior, written approval of the Village Manager, which approval shall not be unreasonably withheld or delayed, provided such changes are consistent with the purpose and intent of this agreement and do not adversely impact on the operation of Harbor Island Park.

20. *Default.*

a. If there is an event of default by Sportime, the Village may serve Sportime with a notice of default. Sportime shall have ten (10) days in which to cure a monetary default and twenty (20) days to cure a non-monetary default which is not, in the Village's sole determination, an emergency, in which case the Village shall give such notice as it deems appropriate. In the event a non-monetary default is not susceptible to cure within such twenty (20) day cure period, Sportime must diligently commence to cure such default within such twenty (20) day notice period and to diligently complete such cure within no more than thirty (30) additional days.

b. In the event Sportime believes that, in the case of a notice of a non-monetary default which does not involve what the Village reasonably believes to be an emergency, that Sportime is not actually in default, then in that event Sportime shall have ten (10) days from the date of such notice of default to inform the Village, in writing, of its objection to such notice of default and the grounds for such objection. In such case the parties shall during the fifteen (15) days following notice of objection from Sportime attempt to informally resolve their dispute (hereinafter "the Informal Dispute Resolution Period"). At the end of the Informal Dispute Resolution Period one of the following shall occur: (i) the Village shall withdraw the notice of default if the Village agrees with Sportime's objection, or (ii) Sportime shall immediately commence to cure the default and complete such cure within ten (10) days or if such cure is not susceptible to cure within ten (10) days Sportime shall diligently commence to cure such default within such ten (10) day period and diligently complete such cure within no more than thirty (30) additional days, or (iii) the parties shall have such other remedies as are provided for herein.

c. If the Village has not withdrawn its notice of default as provided for in subparagraph 17(b)(i), at the end of the applicable notice and cure periods set forth in subparagraphs 17(a) and (b), if Sportime has failed to cure such default the Village, at its option may, without further notice: (i) terminate this license agreement and take possession of the Tennis Facility, including all of the improvements and operate the Premises or license the Premises to another operator; and/or (ii) apply the security provided for herein to offset any loss or expense (including reasonable attorneys' fees) incurred as a result of the default of Sportime; and (iii) to commence an action to collect any loss or expense (including reasonable attorneys' fees) in excess of the amount of security along with all costs and expenses (including reasonable attorneys' fees) incurred in collecting such sums.

d. In the event of a default under the terms of this agreement by the Village, Sportime's sole remedy shall be to seek specific performance and if successful obtain costs and all reasonable attorney fees.

21. *Events of default.* The following shall constitute events of default under this agreement:

a. if default be made by Sportime in the performance or compliance with any of the covenants, agreements, terms or conditions of this agreement and such default shall continue beyond the applicable notice period provided for in paragraph 16;

b. if at any time during the Term there shall be filed by Sportime in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Sportime's property, or if Sportime makes an assignment for the benefit of creditors; or

c. if at any time during the term of this agreement there shall be filed against Sportime in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Sportime's property, and if Sportime shall fail to immediately seek dismissal of such proceeding, or if within sixty (60) days after the commencement of any such proceeding against Sportime the same shall not have been dismissed.

22. *Security.* Pursuant to the Prior Agreements, Sportime has deposited and the Village has held the sum of Fifty Thousand (\$50,000) as security to ensure the faithful performance of the terms and conditions of this agreement which sum has been and shall be held in an interest bearing account. The Village will continue to hold that security deposit. In the event of a default by Sportime in any condition of this agreement the Village may, in its sole discretion, use the security to remedy such default, and/or pay its expenses in remedying such default including reasonable attorney fees (all after the expiration of any applicable notice and cure periods provided for herein) without relieving Sportime of its obligations herein. In the event the Village uses the security as provided for herein and has not also terminated this agreement, Sportime shall, upon five (5) days written notice, deposit with the Village the full amount of the security utilized by the Village. In addition, at the time of execution of this agreement Sportime shall provide the Village with an audited financial statement demonstrating that Sportime's partners' capital/net worth, as of the end of calendar year 2019, is no less than Eight Million Four Hundred Thousand (\$8,400,000) Dollars

and Sportime's assets have a value of no less than of Thirty-two Million (\$32,000,000) Dollars. If at any time after the commencement of the term of this agreement Sportime's partners' capital/net worth falls below Eight Million Four Hundred Thousand (\$8,400,000) Dollars or the value of Sportime's assets fall below Thirty Two Million (\$32,000,000) Dollars, Sportime shall deposit with the Village the additional sum of Fifty Thousand (\$50,000) Dollars to be held as additional security until the end of the Term, unless otherwise utilized pursuant to the provisions of this Agreement.

23. Return of security. Upon completion of the term of this agreement and the submission by Sportime of the documentation and payments required by paragraphs 3 and 12, any portion of the security not used by the Village to remedy a default or pay the expense of remedying a default by Sportime shall be returned to Sportime with such interest as may have accrued.

24. No joint venture. It is specifically understood by and between the parties hereto that this Agreement does not constitute a joint venture and that Sportime shall remain solely liable for any damages arising out of its or its agents or employees' conduct with respect to the operations at the Premises.

25. Utilities. Sportime shall be solely responsible for the cost of all utilities at the Premises and shall maintain temperatures in the indoor facilities conducive to use for their intended purpose.

26. Notices. Notices pursuant to this Agreement shall be served in writing by certified mail, return receipt requested, at the addresses first above written with copies to the Village Attorney at the Village Offices and to the attorneys for Sportime, DelBello, Donnellan, Weingarten, Wise & Wiederkehr, LLP, attention David A. Newberg, Esq., One North Lexington Avenue, White Plains, New York 10601, or such other address as any of the parties may designate in writing.

27. Taxes. Sportime shall be responsible for all sales, income and other taxes due and owing as a result of the operations at the Premises.

28. No assignment or liens. Sportime shall not assign, mortgage or pledge this agreement nor let or underlet the whole or any part of the Premises. Sportime shall not grant or permit any lien to be placed upon the Premises. In the event a lien is placed upon the Premises, Sportime shall, within five (5) days of the placement of such lien, satisfy or bond the lien in an amount equal to one and one halftimes the amount claimed in such lien.

29. No signs. No signs shall be placed at the entrance to Harbor Island Park and except for directory the signs the only sign to be placed on the Premises shall be a single identifying sign no more than four feet by four feet square. All permitted signs shall be approved by the Village Manager before being placed, which approval shall not be unreasonably withheld.

30. Parking. Sportime members and patrons will be permitted to park in Village parking facilities in Harbor Island Park, as follows: (a) Sportime members with a Sportime membership card will receive a four-hour temporary parking pass upon entering Harbor Island Park; (b) any patron who informs the parking booth attendant that he or she is going to Sportime, and any person picking up or dropping off a participant in Sportime camp, will receive a 15-minute temporary

parking pass upon entering Harbor Island Park; (c) Village residents who participate in a Village Recreation/Sportime tennis clinic will receive a two-hour parking pass upon entering Harbor Island Park; and (d) the Village will provide Sportime with 12 seasonal parking placards permitting parking in Harbor Island Park for Sportime employees' use only. Sportime will pay the Village \$12,000 on the first day of each Term Year for these privileges. The Village does not guarantee either the number or availability of parking spaces at any time.

31. *Special events.* From time to time the Village holds events at Harbor Island Park which bring large numbers of individuals to the Park. Should Sportime hold special events which also bring large numbers of individuals to the Park at the same time, there will be inadequate parking at the Park, which will result in difficulty for anyone seeking to use the Park. The Village shall notify Sportime at least four (4) months in advance of the scheduled date of any such event. Upon receipt of such notice Sportime shall refrain from scheduling any event on the same date which would bring larger numbers of people to the Premises than would ordinarily be present. For the purpose of this paragraph, by example without limiting the nature thereof, the sort of events the Village will hold are the Fireman's Carnival which runs for two weeks each year and the sort of events which would be incompatible, if run at the same time by Sportime, are end of season parties and league playoffs.

32. *Arbitration.* In the event of a dispute between the parties over any terms or conditions of this agreement, where there is not otherwise a provision for resolution of such dispute contained herein, such dispute shall be resolved by a single arbitrator of the American Arbitration Association ("AAA") at its White Plains office, in accordance with the AAA rules then in effect. Such arbitration shall be requested within ninety (90) days of written notice of any dispute and upon the making of a request for arbitration by either party all actions or proceedings over the subject matter to be arbitrated shall be stayed. In the event of arbitration, the parties shall share equally the arbitrator's fees. The decision of the arbitrator shall be final and binding upon the parties and may be entered in any court of competent jurisdiction.

33. *No representations.* Sportime acknowledges that it has made its own investigation of the condition and suitability of the Premises for the proposed improvements and operations and that it has not relied upon any representations of the Village as to the fitness thereof and that by taking possession of the Premises and fixtures Sportime accepts them "as is".

34. *Representations by Sportime.* As a material inducement to the Village to enter into this agreement, Sportime represents and warrants to the Village as follows:

a. Sportime is duly organized and validly existing under the laws of the State of New York.

b. Attached hereto as Exhibit "D" is a true, correct and complete copy of Sportime's audited financial statements for the year ended December 2019. As of the date of this agreement, Sportime's partners' capital net worth has been no less than Eight Million Four Hundred Thousand (\$8,400,000) Dollars and Sportime has assets valued at not less than \$32,000,000.

c. There are presently no liens or other encumbrances on the structures, improvements, playing surfaces and fixtures.

35. *Representations by the Village:* The Village represents and warrants to Sportime as follows:

a. Representatives of the Village have visited and inspected various of Licensee's currently operating facilities and have determined in its sole discretion that such facilities meet the Village's expectations for cleanliness, safety and appearance.

b. The Village has duly authorized entry into this agreement and performance by the Village of its obligations hereunder.

36. *Miscellaneous.*

a. Sportime shall not occupy or use the Premises, nor permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise.

b. At the end of the term or sooner expiration of this agreement, Sportime will quit and surrender the Premises in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted and may remove only inventory and personal property, which person property includes the lighting equipment referenced in subparagraph 8(b). At that time, all structures, improvements, playing surfaces and fixtures shall remain and become the property of the Village.

c. Sportime must give the Village prompt notice of fire, accident, damage or dangerous or defective condition.

d. Sportime hereby assumes the risk of all damage to the Premises during the term of this agreement. In the event of fire or other casualty, Sportime shall not be relieved of its obligation to pay the Minimum Annual Fee and shall promptly restore all damaged facilities.

e. The Village shall have the right to enter in and upon the Premises at all reasonable hours of the day during the term of this Agreement to ascertain if the Premises are kept in proper repair and condition.

f. Sportime waives all rights to redeem under any law of the State of New York, if it is found such rights exist by a court of competent jurisdiction.

g. (i) Subject to the provision of 36.g.(ii), below, Sportime and the obligation of Sportime to perform all of the covenants and agreements hereunder on the part of Sportime to be performed shall in no way be affected, impaired or excused because the Village is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied if the Village is prevented or delayed from so doing by reason of governmental preemption in connection with a State of Emergency declared by the Governor of the State of New York,

National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency, court or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

(ii) In the event that Sportime is not permitted to operate the Premises on account of any order or direction of any governmental authority related to the Coronavirus Pandemic or any action taken by the Village in response to any emergency declaration or order made pursuant to the preceding subparagraph (i) related to the Coronavirus Pandemic (each, an "Applicable Event"), Sportime shall not be required to pay the Monthly Installment of the Minimum Annual Fee at the time it is due for up to four consecutive months while the Applicable Event is ongoing. The total amount of such monthly fees shall, however, be paid to the Village by the end of the year of the Term during which such months occurred so that, subject to the next succeeding sentence, the Village shall have received the entire Minimum Annual Fee by the end of such year. If, on account of an Applicable Event, Sportime is unable to operate the Premises for longer than four consecutive months, Sportime shall have the right and option to terminate its obligations under this Agreement without further monetary obligations to the Village, except any monetary obligation that accrued prior to commencement of the four consecutive month period. Sportime must exercise its option to terminate, if at all, within 10 days of the end of the four consecutive month period. If Sportime fails to do so, the option to terminate is waived and Sportime will be obligated, commencing immediately, to pay Monthly Installments of the Minimum Annual Fee, but will not be required to pay the Minimum Annual Fee for the four consecutive month period.

h. The failure of either party to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies of such party, and shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

i. This agreement constitutes the entire understanding between the parties hereto and may only be changed by a writing signed between the parties hereto.

j. This agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed agreement and shall be considered a single document.

k. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.

l. This agreement has been drafted by counsel for both parties, and, accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party based upon a claim as to the party who drafted the language.

m. Sportime shall deliver to the Village copies of all plans, reports, permits and approvals obtained by Sportime in connection with the Premises. In the event of termination of this

agreement for any reason, Sportime hereby unconditionally assigns to the Village all of Licensee's right, title and interest in such items.

The Village of Mamaroneck

By: 

Jerry Barberio
Village Manager

Sportime Clubs, LLC, f/k/a Island
Tennis, L.P., d/b/a Sportime

By: 

Claude Okin
President and CEO

Dated: May __, 2020

2021 Agreement between the Village of Mamaroneck and Sportime

WHEREAS, the Village of Mamaroneck, a New York municipal corporation with its principal office at Village Hall at the Regatta, 123 Mamaroneck Avenue, Mamaroneck, NY 10543 (the "Village") and Sportime Clubs, LLC, f/k/a Island Tennis, L.P., d/b/a Sportime, a New York limited liability company with offices at 320 Abrahams Path, P.O. Box 778, Amagansett, NY 11930 ("Sportime"), entered into an agreement on February 11, 2002, by which the Village granted a license to Sportime to use a portion of Harbor Island Park in the Village for, among other things, a multi-purpose recreational facility (the "2002 Agreement"), and

WHEREAS, the Village and Sportime agreed to amend the 2002 Agreement by agreement dated February 11, 2002 ("the 2002 Amendment"), and

WHEREAS, on April 22, 2009, the Village and Sportime executed a letter agreement further amending the 2002 Agreement ("the 2009 Agreement"), and

WHEREAS, on May 29, 2019, the Village and Sportime executed an agreement recognizing, among other things, that the Village will not interfere with Sportime's operation in Harbor Island Park through August 31, 2020 (the "2019 Agreement"), and

WHEREAS, on December 17, 2019, the parties entered into an agreement settling a dispute in arbitration (the "Settlement Agreement"), and

WHEREAS, pursuant to the 2019 Agreement, the term of the 2002 Agreement, the 2002 Amendment, the 2009 Agreement and the 2019 Agreement will end on August 31, 2020, and

WHEREAS, on May 27, 2020, the parties entered into an agreement entitled "2020 Agreement between the village of Mamaroneck and Sportime" (the "2020 Agreement"), a copy of which is attached as Exhibit A, which gave Sportime the right, subject to the terms of the agreement, to continue to operate the tennis facility at Harbor Island Park for two additional years, from September 1, 2020 through August 31, 2022, and

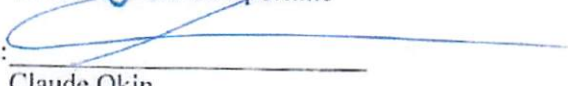
WHEREAS, the parties now mutually desire to extend the 2020 Agreement for two years, from September 1, 2022 through August 31, 2024.

NOW, THEREFORE, the Village and Sportime agree that the term of the 2020 Agreement is extended, upon the same terms and conditions, from September 1, 2022 through August 31, 2024.

The Village of Mamaroneck

By: 
Jerry Barberio
Village Manager

Sportime Clubs, LLC, f/k/a Island
Tennis, L.P., d/b/a Sportime

By: 
Claude Okin
President and CEO

Dated: November __, 2021