



Pro Protection Security Inc.
150 Motor Parkway Suite 401
Hauppauge, NY 11788
631-439-6842
www.proprotectionsecurity.com

SECURITY SERVICE AGREEMENT

Agreement made as of the 22nd day of March 2024 by and between The Incorporated Village of Sea Cliff, 300 Sea Cliff Ave, Sea Cliff, NY 11579 (hereinafter “Client” or “village”) and Pro Protection Security Inc., (hereinafter “PPS”) having an office at 150 Motor Parkway Suite 401, Hauppauge, NY 11788.

WITNESSETH, that the parties hereto, in consideration of the mutual promises and undertakings herein contained, mutually agree as follows:

1. PPS to the satisfaction of the client, shall provide personnel to locations within the village based on information provided by the village as to locations where security personnel would assist the village in assuring that certain geographical areas in the village are observed by PPS personnel. This agreement shall constitute the “Contract”.

2. Duties:

The duties of said personnel shall be as follows:

- A.** To be on the premises of the Client at such hours at the direction of PPS based on requests submitted by the village.
- B.** To provide Security Services to the property and premises of the Client as is possible without a risk to the life and limb of the personnel.
- C.** To contact the established law enforcement units in the jurisdiction of the premises and to immediately report to the Client all unusual circumstances which may involve a violation of the law.
- D.** To diligently pursue the interests of the Client while on duty within the above described limits.

E. That the duties of PPS shall be limited to those acts not requiring any risks to the life and limb of the personnel.

F. The Professional Vendor/Professional Contractor shall indemnify and hold harmless the Inc. Village of Sea Cliff, its officers, employees, and/or agents harmless from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable of unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its subcontractors, agents, servants, or employees, including without limiting the generality of the foregoing, all liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss and professional injury AKA malpractice for personal injury or property damage to the Inc. Village of Sea Cliff its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Sea Cliff. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

P.P.S. maintains, and will continue to maintain \$4 million of liability insurance.

3. Payment:

For the work performed herein, Client shall pay PPS, a contract rate of \$47.95 per hour for a law enforcement experienced supervisor, and \$30.20 per hour for a security officer. The Village shall pay only the contract rate and shall not be responsible for additional costs as those costs are to be borne by PPS. PPS will require a tax exempt or it will be required to add a sale tax onto the above cost. If Sea Cliff Village is to lose the sales tax exemption, it is required to notify PPS and include and calculate payment in all subsequent bills that it receives from PPS.

PPS will perform 70 hours bi-weekly at the property, which includes 1 floating day to be billed on a weekly bill. 35 hours to be billed at the supervisor rate and 35 hours to be billed at security officer rate. After the allotted hours are exhausted, the client will be billed for the extra hours on a separate line item on the weekly bill. Extra hours should be provided only upon written request by the village.

PPS recognizes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving and Christmas Day which will be billed at time and one-half. As discussed, any holiday weekend will be viewed as a holiday. The additional hours will be added to the weekly bill as a holiday line item.

4. Supervision:

PPS will be responsible for the direct supervision of all Personnel through designated representatives who will be available at reasonable times to consult with Client or its designated representatives.

5. Services:

The services to be rendered under this Agreement by PPS shall be in conformity with operating procedures mutually agreed upon by Client and PPS.

If at the request of Client, personnel are assigned duties other than those agreed to by PPS, Client shall assume complete responsibility for any and all liability arising therefrom. PPS will remove from service any personnel who, in the Client's opinion, are not qualified to perform the work assigned.

6. Term:

This agreement shall commence upon written notice from Client, May 1st through Thanksgiving weekend. The dates can be extended upon written notice of at least 15 days. The budgeted hours can be adjusted at the end of each year in a separate addendum to the contract. Upon cancellation of this contract, the client shall remit payment for all outstanding invoices within 30 days, subject to audit as required by Village Law. Cancellation of service will require fifteen day advance written notification.

7. Billing Procedures:

PPS will bill client bweekly and subject to claim forms/vouchers. Payment is due upon receipt. Outstanding invoices past 30 days are subject to a one percent late fee per month.

8. Personnel:

The employees working for Pro Protection Security Inc., contracted to the client, cannot be hired to perform the same or similar duties for the client or any other contractor or sub-contractor without written consent from Pro Protection Security Inc.

9. Contracted hours:

The scheduled hours for this site are 9pm-2am on Thursday, Friday and Saturdays. In addition, there will be 2 floating days per month from 9pm-2am. The site includes Tilley Steps and the Boardwalk to the parking lot.

All of our guards are licensed and qualified under the New York State Security Guard Act of 1992. This business is licensed by the New York Department of State, Division of Licensing Services.

IN WITNESS WHEREOF, this agreement has been executed as of the date first written. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this ____ day of _____, 20____.

Village of Sea Cliff

Christopher Davis

Pro Protection Security Inc.



**MICHAEL HABERMAN
ASSOCIATES, INC**

Real Estate Appraisers & Consultants

OFFICE
3000 Hempstead Tpke., Suite 410
Levittown, NY 11756
Tel (516) 739-8080 | Fax (516) 739-1810

March 15, 2022

Bruce Kennedy, Village Administrator
Village of Sea Cliff
300 Sea Cliff Avenue
P.O. Box 340
Sea Cliff, NY 11579

Re: 2022/23 Assessment Update
Assessments and Inventory

Dear Mr. Kennedy:

In accordance with your request, Michael Haberman Associates, Inc., is pleased to submit this proposal for our services in the captioned matter. This proposal sets forth what we believe is the primary objective of the Village, our scope of services, time requirements to satisfy the Village's prime objective and our fee for this scope of services.

Of prime importance to the Village, an annual update for the 2022/23 tax year allows the Village to control their equalization rate rather than have it promulgated by the Office of Real Property Services (ORPS). Annual updates enable the Village to adjust individual assessments without being accused of spot assessing.

Scope of Assignment

- ❖ The current inventory file will be revised to include any changes in physical inventory (permits, new construction, demolition, etc.) since the prior Final Roll.
- ❖ A review of all Small Claim and Commercial Certiorari settlements from 2022/23 will be completed.

- ❖ All residential sales will be reviewed from approximately June 2021 to current to determine the appropriate trends in market conditions. Various statistical tests will be performed on the data to ensure accuracy.
- ❖ Based upon the trends established in the analysis, revised market values will be estimated. All properties that had physical changes since the last final roll will be re-valued separately.
- ❖ A complete review of present economic data as it pertains to all commercial properties in the Village will be undertaken. Analysis of this information will provide the appropriate trends, estimating current market values for commercial properties.
- ❖ All project analysis and reporting will be in compliance with ORPS.

Thomas Donato will act as engagement coordinator, supervise all activities and will be available for Village conferences. We are prepared to complete all necessary analysis and deliver the updated tentative assessment roll on or before January 15, 2023. Our fee for this re-assessment/update is \$18,500.

If this proposal correctly states the understanding of work to be performed, please execute a copy of this agreement and we will proceed.

Very truly yours,



Thomas Donato, CSA-G, IAO

Accepted by

Date

Print Name

March 15, 2022

Bruce Kennedy, Administrator
Village of Sea Cliff
300 Sea Cliff Avenue
PO Box 340
Sea Cliff, NY 11579

Re: Assessment Services, Small Claims &
Certiorari Services
For June 1, 2022 – May 31, 2023

Dear Bruce Kennedy:

Michael Haberman Associates, Inc. (MHAI) is pleased to submit this proposal for assessment services to be renewed annually unless canceled by the Village. This proposal sets forth the objectives, scope of work and fees associated with our services.

Assessment Consulting

This consulting agreement provides the Village with the highest level of assessment services offered by MHAI. We will act as an assessment consultant performing the job requirements of the village assessor at a fixed fee. Though most administrative duties can be performed at our local office, visits to Village Hall will be made on an as needed basis. Additional services provided under this option include the following:

Assessment Duties

- Review, list and analyze all building permits to be posted to the Village Roll

- Discuss assessment issues with Village residents when requested by the Village Clerk
- Answer questions of Village staff as they arise during the course of the year
- Review subdivisions and post-split/merges on assessment roll
- Test the assessment roll for actual Level of Assessment (LOA). If the LOA falls outside of ORPTS acceptable levels a valuation update will be recommended
- Communicate with the Office of Real Property Tax Services (ORPTS) when required
- Perform field inspection of property when required
- Advance assessment systems and procedures
- Communicate with both ORPTS and property owners pertaining to assessment issues
- Review all Grievance Complaints for standing
- Be available on Grievance Day to discuss assessments with constituents if required
- Review all Small Claims filings for standing
- Consult with Village officials on proposed development projects and their impact on the tax roll
- Complete and file the annual assessor's report as required by ORPTS
- Complete annual base proportions calculations and submit to ORPTS and Village Controller
- Produce RPS V-4 reports as needed by Village staff and NYS ORPTS

Fees associated with monthly assessment duties are billed at \$1,200/mo.

Small Claims

The small claim process begins with a review of all open petitions filed on the Village and organized into our proprietary database on a court calendar basis. Market analysis for each parcel will include verification of relevant Subject Property data; a thorough search for comparable sales, adjusted to the Subject Property; a market value conclusion; indicated assessment; actual assessment; and amounts of overassessment, if any. This analysis will be used to negotiate each case with petitioner's representatives. If negotiations are successful, consent forms will be administered by our office and then submitted to the Village.

Our fee for these services is \$110.00/parcel. This fee includes a market analysis, all negotiations and all reporting requirements (consents, etc.) to the Village. Cases not successfully negotiated and disposed

of will be litigated before hearing officers.

Commercial Certiorari Proceedings

For over 40 years MHA1 has been valuing commercial property in the down state area, with most of its focus in the Nassau County region. During this 40-year span, the majority of company work has been with municipalities for the purpose of commercial certiorari proceedings. Commercial tax refunds are typically the greatest financial exposure a village has. Proper review and negotiation of a case can help mitigate refunds. The following is a summary of procedures utilized by our company to help attain a fair settlement:

- Review of all subject property data
- Inspection of all properties from the right-of-way
- Interior inspections when required
- Research comparable market data
- Develop income pro-forma for all years pending
- Negotiate settlements
- Present settlement to Mayor and Board for approval
- Work with Village Attorney for execution of stipulation

Noncomplex commercial properties are typically disposed of in 6 to 8 hours and billed at a rate of: \$175/hr.

Our company looks forward to working with the Village of Sea Cliff on these assessment and certiorari services. If there are any questions regarding this proposal, please do not hesitate contacting the undersigned.

Respectfully submitted,



Thomas Donato, IAO, CSA-G

Agreed to by:

Signature

Date

Meyer, Suozzi, English & Klein, P.C.
990 Stewart Avenue, Suite 300
P.O. Box 9194
Garden City, New York 11530-9194
Direct Dial: 516-592-5756 Office: 516-741-6565
bstolar@msek.com
www.msek.com

April 4, 2022

Mayor and Trustees
Village of Sea Cliff
300 Sea Cliff Avenue
Sea Cliff, New York 11579

Re: Village Attorney and Special Counsel services -
2022-23 official year

Dear Mayor and Trustees:

It is with great pleasure that I have been requested again by the Mayor and the Board to serve as Village Attorney, and for our firm to provide special counsel services to the Village.

As Village Attorney and as special counsel, Meyer, Suozzi, English & Klein, P.C. (Meyer Suozzi) and I propose to provide the following scope of services, schedule of rates, and costs as set forth below:

1. Village Attorney
 - a. Scope of Services
 - i. General advice to elected officials, appointed officials and management staff;
 - ii. Attendance at Village Board of Trustees Meetings, Work Sessions and Conferences;
 - iii. Attendance at Village Board of Appeals and Planning Board meetings and work sessions, and similar meetings of other Village Boards or agencies as requested by the Board or Mayor;

- iv. Drafting and review of minutes, legislation, contracts, and other municipal agreements or documents;
- v. Provide written advisory opinions upon request to elected officials, appointed officials and management staff;
- vi. Draft fiscal policies, employment handbooks, human resources policies, laws, code amendments, resolutions, agreements, and other documents and reports upon request;
- vii. Advise and assist the Village with legal compliance, liability, criminal and civil investigations, procurements, environmental and land use planning, economic recovery, budgeting, and development, downtown development, governmental affairs, housing, lending, and other matters upon request;
- viii. Maintain availability to act as legal advisor to elected officials, appointed officials and management staff, and perform general legal services in connection therewith not deemed to be within the Scope of Services set forth in Section 2 below; and
- ix. Excluded from the scope of services are tax certiorari matters and matters relating to collective bargaining negotiations or issues arising under such negotiations. Meyer Suozzi may continue to represent clients in existing tax certiorari matters with the Village, including matters in which grievances and/or appeals have been filed by Meyer Suozzi in the past. For all matters included in this exclusion, the Village will retain special counsel of its choosing and understands that Meyer Suozzi will not have communications on behalf of the Village with such other counsel regarding such matters.

b. Schedule of Rates

- i. A discounted rate of \$245 for the first 20 hours of service for every month, and at the discounted rate of \$225 for any additional hours actually worked per month. Such rate shall apply to any services performed by me or under my direction, except for services provided by a paralegal, in which case the rate shall be \$110 per hour. I may designate any other attorney associated with the law firm of Meyer, Suozzi, English & Klein, P.C. to perform Village Attorney services as defined herein, at the same rates for my services, should their services be required in my absence; and
- ii. Paralegals: \$110 per hour.

2. Special Counsel

a. Scope of Services

- i. Engage in litigation matters and/or administrative proceedings on behalf of the Village upon request;
- ii. Acquisition or sale of real estate;
- iii. Other legal services as from time to time requested by the Mayor, and/or Board of Trustees that are not within the scope of services identified in paragraph 1 above; and
- iv. Excluded from the scope of services are the matters identified as exclusions in the Village Attorney scope of services.

b. Schedule of Rates

- i. Non-litigation matters (items i, ii, and iii): same rates as for Village Attorney services;
- ii. Litigation matters: A discounted rate of \$275 per hour, except for services provided by A. Thomas Levin, which shall be provided at a rate of \$325 per hour; and
- iii. Paralegals: \$110 per hour.

The fees contemplated herein shall be for work actually performed. Such fees do not include reimbursement for reasonable and necessary disbursements incurred in connection with the performance of retainer or non-retainer legal services. All fees, whether for professional services or reimbursement of costs, when approved by the Mayor in advance, shall be reimbursed to the firm and billed to the Village monthly.

While we hope it never occurs, occasionally disputes arise concerning the fees or disbursements that are owed to a lawyer by the client. Under New York law, where such a dispute involves a sum between \$1,000 and \$50,000, you have, with certain exceptions, set forth in the relevant rule, the right to submit such dispute to arbitration in

certain circumstances. New York Law also requires us to include this information in our engagement letters.

Respectfully yours,

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.



Brian S. Stolar
individually and for the firm

AGREED AND ACCEPTED,
as of the date above:

VILLAGE OF SEA CLIFF

By: _____
Mayor Elena Villafane

LICENSE AGREEMENT FOR CONCESSION LOCATED AT SEA CLIFF BEACH

AGREEMENT made and entered into as of the 1st day of April 2022 between the Village of Sea Cliff, a municipal corporation in the State of New York having its principal place of business at 300 Sea Cliff Avenue, Sea Cliff, New York, (hereinafter referred to as the "Village") and PottersPeel LLC, having its principal place of business at 47 Cromwell Place, Sea Cliff, NY 11579 (hereinafter referred to as the "Concessionaire").

WHEREAS, the Village is the owner of the Pavilion at Sea Cliff Beach and the area and facility collectively known as Sea Cliff Beach (hereinafter the "Facilities"); and

WHEREAS, the Village desires to obtain the maximum recreational usage of the aforementioned Facilities; and

WHEREAS, the Village desires to provide beverage and food services for the use and enjoyment of the general public at the above-mentioned Facilities and to have those services operated privately by Concessionaire to the extent hereinafter provided; and

WHEREAS, the Concessionaire has proposed to operate a food and beverage service at the above-mentioned Facilities on a license basis. Concession area is defined as all kitchen and adjoining storage areas as well as all decking east of the entry (hereinafter "Concession"); and

WHEREAS, Concessionaire has represented that it will be staffed adequately and is thoroughly experienced in the food and beverage service industry as hereinafter provided;

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties agree as follows:

1. In consideration of payment of a license fee of \$2,625.00 (the "License Fee") for the 2022 season (which is considered to be the period set forth in paragraph 8 herein) by the Concessionaire to the Village, the Village hereby grants to Concessionaire a license to provide beverage and food service in the Concession at the Facilities and to serve refreshments, prepare and cook food and other appropriate items and operate beverage dispensers for the period

between the May 28, 2022 (Saturday of Memorial Day weekend) and September 5, 2022 (Monday of Labor Day Weekend), unless sooner terminated pursuant to the provisions of this Agreement. Said payment is to be made as provided herein and Concessionaire shall not make any claim for offset related to the License Fee. Concessionaire shall operate and maintain the Concession and perform its other obligations as described in this Agreement at all times during the term of the Agreement. Concessionaire's failure to continue to operate the Concession and provide event, food or beverage services at all times during the term of this Agreement shall constitute a material breach of the Agreement, subject to termination as provided in paragraph 19(B) herein.

2. The License Fee is to be paid in the amount of \$2,625 for the 2022 season. Said fee to be made in two (2) installments: 1st installment of \$1,625 no later than 05/29/2021 and 2nd installment of \$1,000 no later than 07/01/2021.

3. The Village shall provide the Concession owned by the Village, as it presently exists and make adequate water, gas and electricity available at no cost to the Concessionaire to operate a food and beverage service to patrons of and visitors to the Sea Cliff Beach. The Concessionaire shall have full use of the existing equipment owned by the Village for operation of the Concession at the Facilities during the term of this license, including but not limited to outdoor refrigerator and freezer, indoor stove/griddle and barbeque grill. Any other equipment, utensils and/or shelving desired by the Concessionaire must be provided and installed by the Concessionaire, subject to the Village's written approval, at the Concessionaire's cost. The Concessionaire will maintain ownership of that equipment provided by the Concessionaire and remove the same at the end of this Agreement. If such Concessionaire owned equipment is not removed from the Concession within thirty (30) days after the Village terminates this Agreement or after the conclusion of the term of this Agreement, such property shall be deemed to be and remain property of the Village. All fixtures whether installed by Village or Concessionaire shall be property of the Village. Any damages to Village equipment not caused by normal wear and tear shall be the responsibility of Concessionaire. Upon Concessionaire's removal of any permitted equipment from the premises, Concessionaire shall restore the premises to the condition existing at the time of the commencement of this Agreement.

4. Concessionaire accepts the licensed premises and equipment in the condition as presently existing. Concessionaire acknowledges that it has had a full and fair opportunity to

inspect the Facilities and Concession prior to entering into this Agreement.

5. The Concessionaire agrees that the food and drinks sold will meet or exceed all the standards required by the Nassau County Board of Health and shall comply with all applicable federal, state, county and local laws and regulations governing the operation of the licensed premises. Violation of any such laws or regulations, or loss or suspension of any required license will be considered a material breach subject to termination pursuant to paragraph 19(A) herein. The Village shall retain the right to inspect the merchandise and foods sold and reasonably approve or reject same. Concessionaire shall be responsible to obtain all required permits for the operation of the Facilities.
6. In consideration of the grant of this concession license, Concessionaire may schedule community events at the Facilities subject to approval by the Village for those utilizing these Facilities. Said events may include, but will not be limited to, a community barbeque, teen socials, weekend brunches and special family day prices on concession items. These events shall not interfere with Village sponsored events whose dates will be supplied by the Village.
7. The quality of food, choices and inventory levels of food and snack types, and prices to be charged by the Concessionaire to the public for the items to be sold shall be comparable to food merchandise in the business section of the Village of Sea Cliff and consistent with the pricing of the proposed menu attached as Schedule B.
8. If the Village determines that any function in progress constitutes a threat or danger to the health, safety or welfare of the Village or its residents, or persons present at the premises, or that the decorum has fallen below the level of good taste to be maintained as determined by the Village, the Village may stop or restrict the function and/or have the guests and others leave the premises at the direction of the Concessionaire and/or Concessionaire's employees.
9. Concessionaire shall provide first class service, and render the same courteously and efficiently, all as determined exclusively by the Village. Upon notice from the Village, Concessionaire shall terminate, or remove from any duties or functions at the premises, any employee, agent or independent contractor of the Concessionaire whom the Village deems objectionable. If Village so requires, Concessionaire shall procure new staff upon signing of this

Agreement. Concessionaire agrees that the operation of the Concession shall be under the supervision of Jason Potter, Tanya Potter or their designee previously approved by the Village, who shall be present at all times including functions and events. The Village may prohibit the sale of items it deems objectionable, and Village shall have the right to order reasonable improvement of foodstuffs or beverages rendered. Failure of Concessionaire to make such improvements within ten (10) days after written notice to do so shall constitute a material breach of this Agreement.

10. Concessionaire shall work reasonably with the Village Staff and shall endeavor to promote the utilization of the Concession by the citizens of the Village of Sea Cliff. The Concessionaire shall obtain and file with the Village proof of Workmen's Compensation Insurance and carry Public Liability Insurance in the limits of \$1,000,000 per occurrence for personal injury and \$25,000 per occurrence for property damage, protecting the Village by naming the Village as additional insured., providing not less than thirty (30) days' notice of cancellation, non-renewal or material change. Each such policy shall be issued by a New York State licensed carrier having an A.M. Best rating of at least A-1X. Concessionaire shall give evidence of coverage to the Village in the form of Certificates of Insurance, copies of the General Liability Declaration Page and Additional Insured Endorsement(s).

11. The Village and/or its Beach Manager may promulgate and enforce reasonable regulations with respect to the decorum and operation of the Facilities.

12. The Concessionaire shall remain open for business each weekend from May 28, 2022 (Saturday of Memorial Day weekend), through June 25, 2022 and then shall open daily every day of the season for such hours as the Facilities are open, which season shall conclude no earlier than September 5, 2022 (Labor Day), and may, if mutually agreed to, continue to operate through a later date. Notwithstanding anything to the contrary herein contained the minimum hours of operation (open for service) shall be 9:00AM to 5:00PM daily and 9:00AM to 10:00PM when there are Friday night events or as otherwise reasonably required by the Village. Concessionaire agrees to adhere to such schedule and Concessionaire may depart from such schedule only upon written consent of the Village.

13. The Concessionaire must maintain the Concession and equipment and keep it in a clean,

sanitary, and litter-free condition and shall be responsible for cleaning and maintaining the concession, regular cleaning of the tables, sweeping of the deck, and removal of rubbish. The beach concessionaire shall be responsible for cleaning of the bathrooms during and after any approved special events outside of regular beach hours that they host. The Village shall be responsible for all other areas of the Facilities. The Village shall be responsible for any necessary structural and major repairs not caused by actions or omissions of the Concessionaire. No alterations to the Facilities may be made by Concessionaire or anyone acting for or on behalf of Concessionaire without the prior written consent of the Village. Any such alterations shall be done to specifications and standards set by the Village.

14. The Village shall not be responsible for, or liable for, the loss of any merchandise or equipment stored by or used by the Concessionaire at the Facilities or in any part of the Village's premises. The same shall be kept there at the sole risk of the Concessionaire.

15. The Concessionaire agrees to indemnify, defend, save and hold harmless the Village, its agents, servants and employees, from any and all claims of liability and damage to person or property caused by the operation of and use of the Concession by the Concessionaire.

16. If the beach is closed for a period of seven (7) consecutive days or more, the rental fee shall be reduced proportionately based upon the total number of days in the 2022 season as set forth in paragraph 12.

17. It shall be the Concessionaire's responsibility to ensure that all tables and chairs used by patrons of the Concession are cleaned regularly throughout the day. It is the Beach Manager's responsibility each day to set up and put away the tables, chairs, and umbrellas used by patrons in the Concession area.

18. Upon the termination of the License, Concessionaire shall leave Concession and equipment therein in the condition received, reasonable wear and tear accepted.

19. If the Concessionaire fails to comply with any conditions of this Agreement, the Village may give the Concessionaire 3 days written notice to remedy and upon the passage of 3 days, if the Concessionaire has not come into full compliance as determined by the Village

Administrator, this Agreement will be subject to immediate termination by the Village Board of Trustees and, if this Agreement is so terminated, the possession of the Facilities used by the Concessionaire will immediately revert to the Village. All merchandise and equipment remaining thereon at the time of termination will become property of the Village until full payment has been made to the Village for any and all sums due under this Agreement. The Agreement may be terminated by the Village on seven (7) days written notice to the Concessionaire at the address first referred to above if the Village reasonably considers the public health, safety or welfare to be endangered. Except as otherwise provided in paragraph 19(A), the Village may not otherwise terminate this Agreement without cause and without giving Concessionaire seven (7) days written notice and a right to cure within a reasonable period of time.

20. The Concessionaire assumes all risks in the operation of the Concession and hereby releases the Village from any and all responsibility or liability for loss, destruction or damage caused to any of the equipment or other property owned by Concessionaire and stored at the Facilities on the beach. Concessionaire will provide its own locks to secure Facilities and supply a set of two (2) duplicate keys to the Village Administrator upon the execution of this license agreement to be utilized in the event of an emergency or with the prior approval of Concessionaire.

21. This Agreement may not be assigned, subcontracted, or sublet by the Concessionaire without the express consent of the Village Board. Such consent is to be at the exclusive and sole discretion of the Village Board and can be withheld without reason.

22. The parties agree that this Agreement may be renewed for one (1) additional season, and that the respective renewals, to take effect, shall be negotiated and agreed upon no later than March 31, 2023 for the 2023 season. The License Fee for any such renewal shall increase each year, in five percent (5%) annual increments.

23. Village shall have unlimited access to the Facilities for Village purposes and in the event of emergencies or maintenance at any time during the term of this Agreement.

24. Concessionaire shall not erect any sign on the premises or in the vicinity thereof without obtaining the prior written approval of the Village. Concessionaire may immediately enter into advertising agreements relative to the license, provided that such advertising shall be consistent with the dignity and reputation of the Village.
25. Concessionaire shall pay all taxes on personal property belonging to Concessionaire located on or at the licensed premises. Concessionaire shall pay all sales and other taxes assessed, imposed or levied with respect to the operation of its business.
26. Licensee shall not unlawfully discriminate against any employee, applicant for employment, or other person because of race, color, creed, sex, age, gender or national origin. Concessionaire and its agents, employees, contractors and subcontractors shall not discriminate unlawfully against any person because of race, color, creed, sex, age, gender or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Concessionaire nor its employees, agents, or contractors may publicize the services provided hereunder in any manner that would directly or inferentially reflect on the acceptability or non-acceptability of the patronage of any person because of race, color, creed, ancestry, sex, gender or national origin.
27. Any waiver, partial enforcement, or omission or failure or refusal of enforcement on the part of the Village with respect to any breach of any term or provision contained in this Agreement shall not be deemed to be a waiver of such term or subsequent breach of the same or any other term.
28. This Agreement does not create a contract of employment between Village and Concessionaire, nor shall it create any relationship of employer and employee exists between Village and Concessionaire or between Village and any of its officers, agents or employees and Licensee or any officer, agent, or employee of Licensee. The Concessionaire shall at all times be deemed and considered to be an independent contractor. Concessionaire is not authorized to bind Village to any agreements or obligations except as provided in this Agreement. Village shall not be liable for any acts of Concessionaire, its agents, servants or employees in performing any of the terms, conditions or requirements of this Agreement. No portion of the licensed premises is leased to the Concessionaire and it is expressly understood that Concessionaire is a

Schedule B

Proposed Sea Cliff Beach Menu

by: Jason Potter

Breakfast Menu

Breakfast Sandwich (Chorizo, Bacon or Ham Egg and Cheese) \$7

Avocado Toast w/ Radish, Tomato and Eggs \$9

Yogurt Parfait- Yogurt, Fresh Berries & Granola \$8

Overnight Oats w/ Bananas, Coconut Chia Seeds \$8

Fruit Bowl – Watermelon, Cantaloupe, Honeydew and Berries \$8

Green Juice \$7

Grapefruit and cayenne cleanse \$7

Apples, Bananas, Oranges, Grapes \$2

Fresh Pastries--\$3-4

Lunch – Dinner

Clam Chowder \$9

Steamed Clams w/ Drawn Butter \$13

Peel and Eat Shrimp w/ Cocktail \$17

Grilled Street Corn w/ Spiced Mayo, Cojita Cheese, Lime and Cilantro \$5

Crab Fritters w/ Spicy Aioli \$10

Fried Clams w/ Cocktail Sauce \$10

Fruit Bowl \$8

Watermelon and Heirloom Tomato Salad w/ Honey Lemon Vinaigrette and Goat Cheese \$10

Baby Kale Caesar Salad \$10

Summer Salad-Cucumber, Tomato, Bell Pepper, and Mozzarella \$10

Quinoa bowl – Chicken, Corn, Radish, Avocado, Cilantro, Tomato Green

Goddess Dressing \$13

Hot Dog \$4.50

Grilled Cheese \$4.50

Cheeseburger Two 4 oz beef patties, lettuce, tomato, onion and pickle \$8

BLT&A wrap – Bacon, lettuce, tomato and avocado \$9

Black bean Burger with lettuce, tomato and onion \$9
Fried Chicken Sandwich \$9
Smoked Brisket sandwich \$10
Cuban sandwich \$10
Grilled Cheese Panini \$9
Fried Chicken (Boneless Chicken Thighs) \$10
Lobster Roll \$17
Shrimp Tacos \$12

Sides

French Fries \$4
Tater Tots \$4
Assorted Chips \$3
Pasta Salad \$4
Potato Salad \$4
Tabouleh \$4
Veggie Sticks \$3

Desserts

Selection of Ice Creams
Home Made Fruit popsicles
Assorted Candy and Candy Bars

Beverages

Bottled water
Gatorade Zero
Selection of Sodas
Iced Tea
Cold Brew Coffee
Hot Coffee

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