



Village of Mamaroneck Parks & Recreation

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P.O. Box 369

Mamaroneck, NY 10543

Jason Pinto
Superintendent of Recreation

Jeff Ahne
General Foreman of Parks

Offices located in the
Stephen E. Johnston Beach Pavilion
Harbor Island Park

Parks & Recreation Commission Meeting – May 1, 2024 – 7:00 p.m.

Agenda

VILLAGE COURTROOM, 169 MOUNT PLEASANT AVENUE, MAMARONECK, NY 10543

INFORMATIONAL ITEMS:

1. Sportime Contract Renewal - **(Current Agreement and 2024 draft Agreement attached as back-up)**
2. Review of Village Code Chapter 260 Parks - **(May 2023 PRC comments attached as back-up)**
3. Handicap Parking near Village Parks - **Parks Department**
4. Basketball courts, volleyball courts, pickleball courts - **Carlo**
5. Taylors Lane Athletic Fields – **Carlo**
6. Parks & Recreation Revenue Discussion – **Carlo**
7. Fitness Programs – **Brittany**
8. Harbor Island Festivals and Block Party Vendors – **Trustee Rawlings**
9. Village Marathon – **Trustee Rawlings**
10. Parks & Recreation Commission “Park Enhancement Wish List”
11. Update of Fields for Kids - **Carlo**
12. Parks Department Update
13. Recreation Department Update

ACTION MAY BE REQUIRED:

- Vote on March 2024 Minutes (3-6-24)

Upcoming Events: June Parks & Recreation Commission meeting to be held on June 5, 2024, at 7:00 p.m.

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, sexual¹ 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 personal 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.

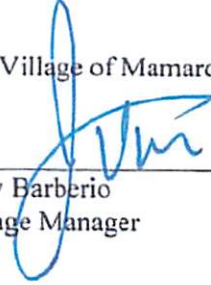
l. This agreement has been drafted by counsel for both parties, and, accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party based upon a claim as to the party who drafted the language.

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

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 personal 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.

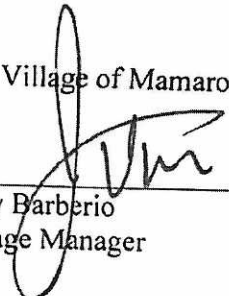
k. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.

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.

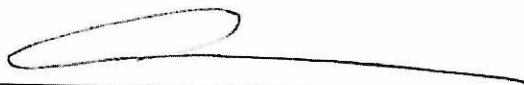
m. Sportime shall deliver to the Village copies of all plans, reports, permits and approvals obtained by Sportime in connection with the Premises. In the event of termination of this

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 27, 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

Chapter 260. Parks

[HISTORY: Adopted by the Board of Trustees of the Village of Mamaroneck 9-14-1988 by L.L. No. 15-1988, effective 9-19-1988. Amendments noted where applicable.]

§ 260-1. Applicability.

This chapter shall apply to all parks owned, operated, licensed, used or otherwise under the control or supervision of the Village of Mamaroneck.

§ 260-2. Hours.

Village parks shall open at 7:00 a.m. ~~and shall close at 10:00 p.m.~~^[1]_[2]

§ 260-3. Prohibitions.

The following acts are prohibited within Village parks, and no person shall:

- A. Cut, break or in any way injure or deface grass, shrubs, flowers, trees, plants, posts, railings, chains, lamps, lampposts, benches, signs, tree guards, buildings, structures or any other property in or upon any Village park or of any paths, roads or roadways upon or across the same.
- B. Distribute or display any commercial advertising material or post any sign or placard of any type whatsoever in any Village park without previous permission therefor from the ~~Recreation and Parks Commission~~^[3].
- C. Have or carry while in a park, whether concealed on his person, any pistol, air rifle, spring gun or other instrument or other weapon in which the propelling force is air or a spring other than an explosive, without previous permission therefor from the ~~Recreation and Parks Commission~~^[4].
- D. ~~Operate any hand sleds, bobs, carts, snowmobiles or similar type vehicles, motorcycles, minibikes, trailbikes, motor scooters, all-terrain vehicles or other vehicles on wheels or runners in any park, except at such places as may be designated therefor.~~^[5]
- E. Use any bathing beach, tennis court, athletic field, parking space or other park facilities without the permission of the ~~Recreation and Parks Commission~~^[6].
- F. Cause or permit any dog ~~or other animal owned~~ by ~~him/her~~ or under his/her custody or control to be in or upon any public park, recreation area, athletic field or beach in the Village of Mamaroneck, except as follows:
[Amended 12-15-1998 by L.L. No. 13-1998, effective 12-21-1998; 3-10-2003 by L.L. No. 1-2003, effective 3-20-2003^[1]; 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013; 10-13-2020 by L.L. No. 3-2020, effective 10-20-2020]

(1) In Harbor Island Park, between May 1 and November 1, a person holding a valid mooring or municipal dock permit may escort the dog ~~or other animal~~^[9] directly to and from a boat, on a leash not exceeding six feet in length.

(2) In Harbor Island Park, year round, between 7:00 a.m. and ~~dark~~^[10], ~~dogs~~^[11] are permitted in all areas of the park other than the playing fields, playgrounds and the beach when under the supervision of a person having custody or control of the dog and on a leash not exceeding six feet in length.

Summary of Comments on Village Code_Chapter 260_Parks_PRC Edits_5-3-2023 Meeting.pdf

Page: 1

-
- Number: 1 Author: jpinto Subject: Cross-Out Date: 3/29/2023 5:42:33 PM
-
- Number: 2 Author: jpinto Subject: Inserted Text Date: 3/29/2023 5:48:12 PM
March 16th to October 31st All Parks shall close at 9:00 p.m. with the exception of Harbor Island Park and Columbus Park.

November 1st to March 15th All parks shall close at 6:00 p.m. with the exception of Harbor Island Park and Columbus Park

Harbor Island and Columbus Park can close later then 10:00 p.m. if authorized by recreation department or village manager.
-
- Number: 3 Author: jpinto Subject: Cross-Out Date: 3/29/2023 5:53:09 PM
Recreation Department and or Village Manager
-
- Number: 4 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:38:20 AM
Recreation Department and or Village Manager
-
- Number: 5 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:56:05 PM
Consider moving or combining t 260-5 l - Vehicles. Repetitive text.
-
- Number: 6 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:39:03 AM
Recreation Department and or Village Manager
-
- Number: 7 Author: jpinto Subject: Cross-Out Date: 5/4/2023 9:33:09 AM
-
- Number: 8 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:58:36 PM
Considering Changing to Persons.
-
- Number: 9 Author: jpinto Subject: Cross-Out Date: 5/4/2023 9:34:00 AM
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- Number: 10 Author: jpinto Subject: Comment on Text Date: 3/29/2023 5:59:26 PM
Remove Dusk. 10:00 p.m.
-
- Number: 11 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:00:25 PM
and or other animal.

(3) In Harbor Island Park and in Columbus Park, Village-issued volunteer or contracted "Goose Corps" licensed dogs are allowed to run off-leash to chase geese and other nuisance animals out of the parks, and Goose Corps dogs are allowed on the Harbor Island Beach for this purpose.

(4) Police dogs are exempt from any prohibitions under this chapter.











[1] *Editor's Note: By resolution adopted 6-25-2012 (a complete copy of which is on file in the Village offices), certain dog walking prohibitions in Harbor Island Park were suspended through 6-30-2013, unless extended or rescinded.*

- G. Permit any animal owned, kept or harbored by him to ^[1]oil, deface or commit any nuisance in any public park or recreation area located within the Village of Mamaroneck.
- H. Use, ride or drive a horse in any Village park.
- I. Throw, drive, cast, catch, kick or strike any ball of any kind or other object, except in areas designated or maintained therefor.
- J. ~~Use ice skates or roller skates in the parks, except at such places as may be designated therefor.~~
- K. Remain on the beach, bathe, wade or swim in any park waters or waters adjacent thereto, except at such times and in such places as the Recreation and Parks Commission may designate and unless so covered with a bathing suit as to prevent any indecent exposure of the person.
- L. Dress or undress in the parks, except in such bathhouses as may be maintained by ^[4]~~the Recreation and Parks Commission~~ or at such places as may be designated for that purpose by the ^[5]~~Commission.~~
- M. Be entitled to use the facilities of any of the parks of the Village which require a permit, pass or ticket therefor, without first having a valid permit, pass or ticket issued to him. If such a permit holder causes or allows such a permit, pass or ticket issued to him to be used by any person not lawfully entitled to use same, such permit, pass or ticket shall be forfeited.
- N. Have charge of, run or drive a boat propelled by steam, naphtha, gasoline, diesel, propane, electric or other motor or engine in, on or upon any waters subject to the jurisdiction of the ^[6]~~Recreation and Parks Commission~~, unless he shall first have obtained a permit therefor from the ^[7]~~Commission.~~
- O. Row or paddle a boat, canoe or raft in or upon any waters subject to the jurisdiction of the Recreation and Parks Commission, unless he shall first have obtained a permit therefor from the Commission.
- P. Burn or allow or permit the burning of an outdoor fire, gas grill, charcoal or wood stove, with the exception of recreational fires which have been approved in advance by the ^[8]~~Recreation and Parks Commission~~ and/or the Village Manager.
- Q. Conduct any commercial enterprise without the advance written approval of the Village Manager.
[Added 9-26-1994 by L.L. No. 8-1994, effective 10-3-1994]
- R. ^[9]Feed any geese or other waterfowl.
[Added 9-26-1995 by L.L. No. 12-1995, effective 10-2-1995]
- S. Smoke or burn tobacco, a tobacco substitute, or cannabis or concentrated cannabis as defined in Cannabis Law § 3; carry burning tobacco, a tobacco substitute, or concentrated cannabis as defined in Cannabis Law § 3 in the form of a cigarette, cigar, pipe or any other smoke-producing product or device; use electronic cigarettes, vapes, or other similar products that rely on vaporization or aerosolization; or dispose of tobacco or cannabis products, lit or unlit, including cigarette butts, cigar butts, electronic cigarettes, vapes, or other similar products, ^[10]except in containers designated for that purpose.
[Added 4-16-2014 by L.L. No. 6-2014, effective 4-30-2014; amended 2-14-2022 by L.L. No. 3-2022, effective 2-28-2022]









§ 260-4. Restricted conduct.

- A. Any person who, with intent to provoke a breach of the peace or whereby a breach of the peace may be occasioned, commits any of the following acts within a Village park shall be deemed to have committed the offense of disorderly conduct:

Page: 2

	Number: 1	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:02:32 PM
Remove Soil? What about dogs urinating in the park?				
	Number: 2	Author: jpinto	Subject: Cross-Out	Date: 5/4/2023 9:36:32 AM
PRC Felt this was antiquated				
	Number: 3	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:05:37 PM
Why can't people roller skate in the parks?				
	Number: 4	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:40:06 AM
	Number: 5	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:40:41 AM
Recreation Department and or Village Manager				
	Number: 6	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:41:33 AM
Recreation Department and or Village Manager				
	Number: 7	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 10:41:38 AM
Recreation Department and or Village Manager				
	Number: 8	Author: jpinto	Subject: Cross-Out	Date: 3/30/2023 11:11:09 AM
Recreation Department and or Village Manager				
	Number: 9	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:08:10 PM
Wildlife of any-kind,				
	Number: 10	Author: jpinto	Subject: Comment on Text	Date: 3/29/2023 6:11:02 PM
Why except in designated containers? Should be no containers designated if it is against the code to smoke in Village Parks.				

- (1) Congregates with others, or who is alone in a park, and refuses to move on when ordered by any police officer, park patrolman or any peace officer.
 - (2) By his actions causes a crowd to collect, except when a permit has been issued to address such a crowd.
 - (3) Stations himself in a park or follows pedestrians or passengers in any vehicle for the purpose of soliciting contributions in a park without a permit.
 - (4) ¹Throws stones or other objects.
 - (5) Interferes with, encumbers, obstructs or renders dangerous any drive, path, walk, lawn, park or public place.
 - (6) Climbs upon any wall, fence, shelter, seat, statue, tree, shrubbery or other objects.
 - (7) Enters or leaves, except at designated entranceways or exits.
 - (8) Introduces, carries or fires any firecrackers, torpedoes, fireworks or pistols without possession of a valid permit.
 - (9) ²Lays games of chance, except by permit.
 - (10) Participates in the conduct of a lottery without a permit.
 - (11) Uses or operates any slot machine, gaming table or instrument of chance without a permit.
 - (12) Tells fortunes or futures.
 - (13) Spits upon any walk, crossing, safety zone or the floors of any structures, bridge, platform or stairway.
 - (14) Casts, throws or deposits on any drive, walk, crossing, path, safety zone, floor park surface or bathing beach any food, glass, paper or other litter.
 - (15) Leads, takes, allows or permits any dog or other animal on any bathing beach or in the waters adjacent thereto, notwithstanding the provisions of Subsection A(6), (7) and (8) of this section.^[1]
^[1] *Editor's Note: By resolution adopted 6-25-2012, certain dog walking prohibitions in Harbor Island Park are suspended through 6-30-2013, unless extended or rescinded. A complete copy of the resolution is on file in the Village offices.*
 - (16) ³Possesses any open container containing any alcoholic beverage other than at a Village-approved function where prior approval to have alcoholic beverages has been given and subject to any requirements of the New York State Liquor Authority.
- B. No person shall remain in any park in a vehicle or otherwise between the hours of ⁴4:00 p.m. and 7:00 a.m., except at a Village-approved function and no later than 30 minutes after the closing of such function.
- C. No person shall, without the permission of the ⁵~~Recreation and Parks Commission~~, erect in any park any structure, stand or platform, hold any meetings, picnics, perform any ceremony, make a speech, address, harangue or exhibit to the public any dramatic performance or the performance in whole or in part of any play, farce, minstrelsy, dancing, entertainment, motion pictures, circus or any other exhibition of acrobatics; engage in any parade, drill, maneuver or civic or other procession; or run or race any horse or other animal or, being in a vehicle, race with another vehicle or horse, whether such race is founded on any stake, bet or otherwise.
- D. ⁶No person, except by printed or written sign or signs, the form thereof to be approved by the Recreation and Parks Commission, shall solicit passengers for any automobile, coach, taxicab, omnibus or other vehicle.
- E. ⁷No person shall eat any basket lunch or hold, conduct or participate in a basket party on any part of the beach or elsewhere in a park, except in such portions designated and allotted for such purposes by the Recreation and Parks Commission.


-
-  Number: 1 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:14:38 PM
Repetitive to 260-3- I. What is the difference between prohibitions and restricted conduct?
-
-  Number: 2 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:17:41 PM
Can we combine 9 to 12 as one?
-
-  Number: 3 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:23:49 PM
Needs to include consumption and distribution of alcohol beverages. Its not just possession of alcohol.
-
-  Number: 4 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:20:32 PM
Should be same a parks closing times in section 260-2 - park hours.
-
-  Number: 5 Author: jpinto Subject: Cross-Out Date: 3/30/2023 10:45:28 AM
Recreation Department and or Village Manager
-
-  Number: 6 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:31:07 PM
Clarify the difference with 260-4 A3. 260-4D.
-
-  Number: 7 Author: jpinto Subject: Comment on Text Date: 5/4/2023 9:40:18 AM
PRC would like to define picnic. No group of more than 10 people without permission or permit from Recreation department or Village Manager.
- What is the difference between a basket party and picnic. Can we define what a picnic?
-
-  Author: jpinto Subject: Sticky Note Date: 3/30/2023 10:54:41 AM
Recreation Department and or Village Manager


- F. No person shall fail, neglect or refuse to comply with or obey the lawful direction or command of any park patrolman, official or attendant of any instruction, direction, regulation, warning or prohibition written or printed, displayed or appearing in a park or in any enclosure, building or other structure or in any part thereof.
- G. No person shall sell or offer for sale any object or merchandise or any other thing, whether tangible or intangible, nor perform any personal service for hire in any park, except under a written permit by the Recreation and Parks Commission and then only at the place or places designated in the permit.
- H. No person shall engage in toy or model aviation or radio-controlled aircraft or rockets and parachutes, model boating or model automobiling, except at such times and at places designated and maintained therefor by permit.
- I. No unauthorized person shall harm, disturb or annoy any wildlife which may exist in the parks.

§ 260-5. Vehicles.

- A. The Village shall have the authority to regulate vehicular traffic around Village park areas.
- B. No vehicles shall be allowed in a park, except at places designated therefor.
- C. No person shall drive, operate or cause to remain in a park during any part of the period between 4:00 p.m. and 7:00 a.m. any vehicle, the lights of which are not displayed in the same manner as lights are required to be displayed upon vehicles when used on public highways.
- D. Whenever any park patrolman, official or attendant shall indicate or direct by gesture or otherwise that the speed of a vehicle shall be checked or stopped or its course altered, the driver thereof shall immediately obey such direction.
- E. No person shall fail, neglect or refuse to comply with any instruction, direction or regulation displayed upon any post, standard sign or marking on any drive or other device installed or placed for the regulation of traffic in a park.
- F. No person shall cause or permit a vehicle in tow of another vehicle to enter a park or proceed therein, except that, in case of a breakdown, a disabled vehicle may be towed to the nearest exit.
- G. No person shall ride a bicycle, tricycle or other self-propelled or motor-driven vehicle or toy upon any walk or footpath.
- H. No person shall operate or park a motor vehicle in a park with any object placed or hung in or upon the vehicle, except required or permitted equipment of the vehicle, in such a manner as to obstruct or interfere with the view of the occupants through the windshield or to prevent them from having a clear and full view of the area surrounding such vehicle.
- I. No person shall operate or drive a motor vehicle, trailer, snowmobile, all-terrain vehicle or motorbike over any grass area in any park in the Village or park a motor vehicle, trailer, snowmobile, all-terrain vehicle or motorbike upon any grass area in any park in the Village, except by permission received from the Village Manager or by Village employees engaged in park maintenance.
- J. No person shall park any motor vehicle upon any road, path or place in any Village park, except in such places therein designated as parking areas.
- K. Parking permit areas are established within the Harbor Island Park, with fees as set forth in Chapter A347 of the Village Code for such permits, with penalties as set forth in § 326-66.
[Added 5-27-2010 by L.L. No. 15-2010, effective 6-11-2010]
 - (1) Parking permits are required for all vehicles parking for the following uses and the following time frames:
 - (a) Parking for use of the Harbor Island boat ramp from January 1 through December 31.
 - (b) Parking for use of the Harbor Island Beach starting on the Saturday immediately preceding Memorial Day through Labor Day.

 Number: 1 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:37:00 PM
Harbor Island Park Speed Limit

 Number: 2 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:36:08 PM
Times need to be consistent with 260-2 hours.

 Number: 3 Author: jpinto Subject: Comment on Text Date: 3/29/2023 6:38:18 PM
Add parking to ride. Add e-bikes and electric scooters to the list.

(2) Parking permits may be required for trips originating from and returning to Harbor Island Park for special events and trips, at rates established by the Village Manager.

L. Exceptions to parking permit requirements within Harbor Island Park may be authorized by the Village Manager upon request.

[Added 5-27-2010 by L.L. No. 15-2010, effective 6-11-2010]

§ 260-6. Aircraft.

A. No person shall bring, land or cause to descend or alight within or upon a park or any portion thereof any airplane, helicopter, flying machine, balloon, parachute or other apparatus for aviation.

B. No person shall operate any airplane, flying machine, balloon or other apparatus for aviation over any park of the Village of Mamaroneck at an altitude of less than 1,000 feet above the ground.

C. No person operating any airplane, flying machine, balloon or other apparatus for flying shall engage in any stunt flying or in the giving of any aerial exhibition over any park in the Village of Mamaroneck without first obtaining a permit therefor from the ~~Recreation and Parks Commission~~.

§ 260-7. Enforcement.

[Amended 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013]

A. Members of the Village of Mamaroneck Police Department and any other police agency or peace officer acting under authority of the Village of Mamaroneck Police Department, and the Village of Mamaroneck Harbor Master, shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.

B. The Chief of Police, or his designated representative, and the Village Manager, or his designated representative, shall, in the interest of public safety, have the authority to close a park to the public in the event of an emergency.

C. Members of the Village of Mamaroneck Police Department and any other police agency or peace officer acting under authority of the Village of Mamaroneck Police Department, and the Village of Mamaroneck Harbor Master, shall have the authority to eject from a park any person acting in violation of this chapter.

D. Any police officer, auxiliary police officer or peace officer acting under authority of the Village of Mamaroneck Police Department shall have the power to seize and confiscate any property, contraband, thing or device in a park, which is used in violation of this chapter.

E. The Village of Mamaroneck reserves the right to revoke any permit issued, as provided for herein, if the permittee is determined to be in violation of any of the provisions of this chapter by the Recreation and Parks Commission, after a hearing upon due notice to the permit holder, who shall be afforded an opportunity to be heard in his defense.

§ 260-8. Penalties for offenses.

[Amended 3-27-2013 by L.L. No. 4-2013, effective 4-4-2013]

A. A violation of any provision of this chapter shall be punishable by a fine not to exceed \$250, or by imprisonment for not more than 15 days, or both. Further, where appropriate, those found guilty of committing acts of defacement or vandalism may be required to restore the property so damaged.

B. In addition, a violation of this chapter shall constitute disorderly conduct, and the person violating same shall be a disorderly person.

Group had general notes about pronouns and consistency thought out the code. I.E. use persons or person instead of she/him/her/his etc.

April 28, 2024

Mr. Jason Pinto
Superintendent of Recreation
Village of Mamaroneck Parks & Recreation
Email: jpinto@vomny.org
Phone: 914-777-7784

Good morning Jason,

As you may know, at your suggestion, several VOM residents (myself included) attended the 4/25 VOM Board Meeting to raise our request for Pickleball Courts in the Village. Peg Rayburn and I addressed the board members who suggested that we attend the 5/1 Parks and Recreation Commission meeting and make our request there.

Unfortunately, we have a scheduling conflict that prevents our attending the 5/1 meeting. Therefore, we have written this email letter in hopes that you will address it at the 5/1 meeting on our behalf. We are also copying Trustee Manny Rawlings, as we understand he is the Recreation liaison to the VOM Board.

Background

Village pickleball players have been playing on courts at other municipalities for several years, as there aren't dedicated public Pickleball courts in VOM. Because the sport has become more and more popular, the other municipalities (Rye, Rye Brook, Larchmont, New Rochelle) are now requiring expensive permits for non-residents and limiting access to play for non-residents. Thus, VOM residents are gradually being shut out of the courts where we used to play regularly.

History

- In early 2020, there was a plan to create PB courts at the Fenimore Playground, but plans were scrapped due to Covid.
- A year or so ago, lines were painted for a single PB court on the Warren Park tennis court, however, the lines were drawn so that the tennis net must be used which is not ideal for Pickleball.

There is actually room for lines to be painted for two PB courts, (one court on each side of the tennis net). Please reference the way it is done at Loughlin Park in Greenwich. This would allow PB players (who bring their own portable nets) to play on 2 courts whenever the tennis court is not in use at Warren Park.

- As you are aware, the plan for (3) PB courts at Florence Park was cancelled earlier this year due to nearby residents' objections. To date, we understand there is no alternative plan.

Our request for this season:

Please have lines painted for three (3) PB courts on the basketball courts at the Fenimore Road Playground. Painting these lines should not incur significant cost and will provide PB players with an immediate place to play.

PB players could set up their nets and play whenever the courts are not in use for basketball. In fact, one or two pickleball courts can be utilized without interfering with basketball players who are playing half-court.

We request that a Recreation representative look at the basketball courts at Rye Hills Park in Rye Brook where this has been done very successfully.

Longer Term

We would love to see dedicated Pickleball Courts built in the Village – budgeted specifically for this purpose and located at one of the existing parks. We have observed that there is land available at the Fenimore playground that could be utilized, but acknowledge that there may be a more optimal location that Parks and Recreation is aware of.

A Senior Sport

One final point: As we noted at the 4/24 Board Meeting, Pickleball (the fastest growing sport in America) is multi-generational – but unquestionably it is a sport that has been enthusiastically adopted by a growing number of seniors like ourselves. There are soccer fields, baseball diamonds, and basketball courts throughout the Village – which are rarely used by the many VOM senior citizens. Why not a facility for our outdoor sport?

We appreciate your consideration of our request. We will be in touch to hear the results of any discussion that takes place at the May 1 meeting.

Many thanks,

Robin Simonsen	(914) 381 1358
Peg Rayburn	(914) 381 5264
Ann Miller	(914) 698 7415
Lisbeth Stone	(914) 698 5982

Cc: Manny Rawlings
mrawlings@vomny.org

Parks and Recreation Commission Meeting - March 6, 2024, 7:00 PM

Village Courtroom, 169 Mount Pleasant Avenue, Mamaroneck, NY 10543

Attendees: Dan Margoshes, Tim O'Connor, Randi Robinowitz, Eric Williams, Brittany Ross, Karrie Sergio, Jarrett Winchester

Present: Jeff Ahne, Manny Rawlings

Absent: Kristen Barnard, Carlo Reca, Jason Pinto

Opening:

Tim made a motion to open the meeting, Brittany seconded. The minutes were discussed as far as how to make clear the community concerns about Florence Park and the commission's responses. Regarding community outreach with big park projects, it was again discussed that going forward before we get fully into the design stage a sign goes up at the site to inform the public, and for our trustee liaison, Manny, to communicate that to the BOT. Randi made a motion to approve the minutes with the discussed changes, Brittany seconded, all in favor. Agenda items being tabled for discussion: Sportime, Review of Village Code, Community Center update, Courts at HIP, Taylor's Lane, Parks & Rec Revenue, Parks & Rec "Park Enhancement Wish List".

Code Enforcement in Village Parks:

Sergeant Gaglione of the Village of Mamaroneck Police Dept. (VMPD) joined us. He explained that park rangers are not code enforcers. Code enforcers are a civil service job through Westchester County. Park rangers are paid civilian employees of the police dept. to monitor and notify the police to respond if necessary. They will admonish people if they see something, but they do not have enforcement roles. They are part-time seasonal employees. They are different from constables who are peace officers, also part-time, who are an enforcement arm of the police department. It was discussed that the biggest issue noticed at parks is littering, broken bottles, etc., and how to mitigate it because even with the night park checks it is not always seen when it happens to be able to enforce anything.

Village Greenway Presentation by the Committee for the Environment (CFTE):

Dan Kushnick, chair, and Kate Dehais of the CFTE went over their ideas to restore the land along Mamaroneck's rivers. The Rockland Pocket Preserve is an example of what they envision. Using volunteers, they cleaned it up, planted native plants, made a trail, installed benches etc. They have applied for a grant through the Long Island Sound Study and they are hoping to get maybe \$100k which would be enough to design out the bottom part of the plan. Some parts are private land that would need easements which Dan Sarnoff is looking into. The Greenway design will be what is called "green infrastructure" which means rebuilding the wetlands to maximize the amount of water it can take in and hold to help mitigate flooding. It was asked if this was being fully funded through grants. They stated they would like to bring in the money as much as possible, they have the one grant out there now and there are a bunch more that they will be putting out. It was asked if any soil testing has been done, they have not but thought it was a good idea. Areas they are looking to restore/lower the floodplain are the Salt Shed, Jefferson Ave Parking at Columbus Park, and others along the rivers. They presented to the BOT in November 2023 and

are looking for support for the project. The project is costly and will require some maintenance as it gets built out which the Village will have to budget for. If it all happens it will be an additional 22 acres of passive parkland. It was thought that conceptually the ideas are great and they should continue to be explored, however, the project would be contingent upon the ACE, and there are concerns about funding, maintenance, and Village resources.

Handicapped Parking at Village Parks:

Jeff stated he reached out to the Traffic Committee and Dan Sarnoff. They agreed that they should go park by park, and add the handicapped spot at Florence Park. It has to go to the BOT for a resolution to approve the funding and then an engineer has to be involved because if you add a handicapped spot you need an access ramp. Dan is working on the paperwork and as per Manny and Jeff, it should go to the Board hopefully in April.

Parks and Recreation Update:

Manny gave a brief recreation update that jobs and camp are live but we need the numbers from Jason.

Jeff said they are closing Florence Park on March 18th from the tennis courts over to Florence St. They are shooting for completion of the park by the summer pending no unforeseen circumstances or problems. The old playground is out, they put up signs of what the park is going to look like and other signs will be posted stating that the park is closed and project goals. A question was asked if the Florence St entrance was going to be changed to a closed gate like Jefferson Ave Park but it will not be completely enclosed. Another question was asked if the playground equipment at Florence Park would have the same issue as Jefferson Ave Park with slide access. Jefferson Ave Park has ramps which is what made the ability to put stairs to the slide not possible because of safety measurements and space needed for the ramps. Florence Park playground equipment will not have ramps but there will be interactive activities for kids with disabilities on the ground level and there will be a ladder to access the slide. Jeff met with Beverley, chair of the Tree Committee, they were happy to hear that 9 of the trees being removed are non-native Japanese Knotwood and were being replaced with 9 native trees, and they may only have to take down 1 out of the 3 oaks by the tennis courts. There will be shade structures for the two smaller kids play equipment and the older kids play equipment will have triangular sails on the top posts to provide some shade. It is not possible to put trees back around the playground because of the damage from tree roots and public safety concerns. It was stated by a commission member that we like our trees and green spaces and the last thing we want to see is our parks turn into city-like concrete jungles that are unused in the summer because it is too hot. They are trying to get away from having trees right on top of playground equipment but they will be replacing and relocating them a little farther back and they are not removing as many as initially planned. Another question was asked if they would ever consider umbrellas where there are picnic tables. Umbrellas would not be considered because of the safety hazard they pose and someone could take the umbrellas. They are still working on Goetz Little League field; the weather has not been cooperating so the season has to be pushed back a little bit to allow the grass to pop.

Closing: Karrie made a motion to adjourn the meeting, Dan seconded, meeting adjourned at 8:46pm. The next meeting is on April 3, 2024.