

THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

AGENDA

BOARD OF TRUSTEES' MEETING

March 8, 2023

1. VILLAGE ATTORNEY – Howard E. Colton

- a) Request the Board of Trustees schedule a Public Hearing on April 4, 2023 at 7:00 P.M., to consider the rezoning application for Section 55, Block 190, Lot 63, also known as and by 33 Buffalo Avenue (a/k/a 30 Albany Avenue) and Section 55, Block 190, Lot(s) 51-55, a/k/a 80-84 Albany Avenue from Industrial B District to Residence Apartment with a portion of the property designated as a Golden Age Floating Zone.

- b) Request authorization for the Village of Freeport to enter into a sub-license agreement with Guy Lombardo Avenue Marina Incorporated c/o Hudson Point Marina, 1 Anchorage Way, Freeport, New York 11520 to operate and service the Town of Hempstead Marina on Guy Lombardo Avenue.

NO PUBLIC COMMENT

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- b) Request authorization for the Village of Freeport to enter into a sub-license agreement with Guy Lombardo Avenue Marina Incorporated c/o Hudson Point Marina, 1 Anchorage Way, Freeport, New York 11520 to operate and service the Town of Hempstead Marina on Guy Lombardo Avenue.

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 4th day of April 2023, at 7:00 P.M., to consider the re-zoning application for Section 55, Block 190, Lot 63 and Section 55, Block 190, Lots 51-55 from Industrial B District to Residence Apartment with a portion of the property designated as a Golden Age Floating Zone.

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 4th day of April 2023 at 7:00 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 8th day of March 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
March 8, 2023

INCORPORATED VILLAGE OF FREEPORT
INTERDEPARTMENTAL CORRESPONDENCE ONLY
OFFICE OF THE VILLAGE ATTORNEY

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: March 7, 2023
Re: Sub-licensee – Town of Hempstead Marina

The Village of Freeport has entered into a ninety-nine (99) year license agreement with the Town of Hempstead to operate and service the Town of Hempstead Marina on Guy Lombardo Avenue. Part and parcel of that agreement is the ability to sub-license the operation of the marina to a third party.

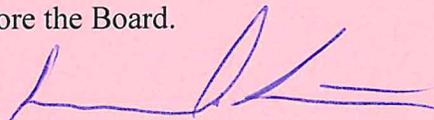
The Village has been in discussions with the owners of the marina to the east (Capitol Marine) of the Town Marina. I've enclosed their resumes for your review. They are experienced in the operation of a marina and under New York State General Municipal Law 103 and 104 the services requested are considered personal services and are exempt from a formal bid and RFP process. As such, the Village has the authority to enter into an agreement to sub-license the operation of the Town Marina. In this instance, the corporate name is Guy Lombardo Marina Incorporated.

As proposed, the sub-license would be for a two (2) year period, subject to renewal by the parties. If renewed, the agreement would be for a twenty-five (25) year period broken into two (2) ten-year (10) increments and one final five (5) year increment. The sub-licensee must follow the initial license between the Village and the Town¹ and the sub-license can be cancelled at any time, with or out without cause.

If cancelled without cause, the Village would be responsible to reimburse the sub-licensee for all improvements on a pro-rata share. In exchange the Village would be guaranteed:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc).

If this meets with your approval, please place before the Board.



Howard E. Colton
Village Attorney

¹ The sub-licensee must indemnify and hold the Village and Town Harmless.

It was moved by Trustee _____, seconded by Trustee _____, who moved that the following be adopted:

WHEREAS, the Village of Freeport has entered into a ninety-nine (99) year license with the Town of Hempstead to operate the Town of Hempstead Marina on Guy Lombardo Avenue; and,

WHEREAS, the Village of Freeport has taken possession of the Town of Hempstead Marina; and,

WHEREAS, the license with the Town of Hempstead allows the Village the ability to sub-license the operation of the marina to a private entity; and,

WHEREAS, the ability to sub-license the operation of the Town of Hempstead Marina is a professional/personal services contract not subject to New York State General Municipal Law Sections 103 and 104; and,

WHEREAS, Guy Lombardo Marina Incorporated, as the sub-licensee, has the necessary skill, experience and expertise to operate a marina; and,

WHEREAS, the initial term of the agreement is for two (2) years with an option to extend the sublicense for twenty-five (25) years in two ten (10) year increments with a final five (5) year term; and,

WHEREAS, the sub-license agreement may be cancelled with or without cause at any time; and,

WHEREAS, the sub-licensee would indemnify and hold the Village of Freeport and the Town of Hempstead Harmless; and,

WHEREAS, Guy Lombardo Marina Incorporated would pay the following to the Village:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc)

NOW THEREFORE BE IT RESOLVED, that the Mayor, or his authorized representative, be and is hereby authorized to sign any and all documents to effectuate a sub-license agreement between the Village of Freeport and Guy Lombardo Avenue Marina Incorporated as stated above, and pursuant to the terms of any sub-license agreement.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

ERIC COLLINS

143 Biltmore Blvd, Massapequa, NY, 11758 · 516-859-4867
ECollins189@gmail.com

Third generation in the marine industry with extensive experience in the field of commercial and recreational marine operations including marina management, talent acquisition, capital requirements, accounting, marina safety requirements, fire safety, marine contracting, DEC petroleum safety, USCG regulations and security requirements (Both T and K class vessels), TWIC certification, DEC Class A and B Operators permit, heavy equipment procurement, vessel engineering, and vessel mechanical propulsion.

EXPERIENCE

PRINCIPAL, CAPITOL MARINE ENTERPRISE (2019 – PRESENT)

- Manage marina finances and accounting.
- Develop client relationships, including business development and significant annual business growth.
- Oversaw and managed entire marina renovation, including new marine bulkheading, drainage, land grading, installation of two below grade bulk petroleum storage tanks.
- Understanding of Village of Freeport building and electrical codes.
- Eliminated ground wells and installed containment boxes to make facility green compliant.
- Property remediation and safe disposals of hazardous materials.
- Heavy equipment procurement of 50 metric ton travel lift and 20,000lb marina bull forklift.
- Full-service marina, summer berthing and winter storage and a on focus on vessel repairs, repowers, and vessel maintenance.
- 150' fuel dock installation to service local boating customers.

PRINCIPAL, CAPITOL FISHING TACKLE COMPANY EST. 1897 (2011 – PRESENT)

- Established in 1897, Collins' family has owned and operated since 10/1/1974.
- Company transitioned to Freeport and opened new store in 2022
- Long running history of one of the most successful tackle and bait stores in New York.
- Oldest fishing store in United States, established in 1897

VICE PRESIDENT, PEGASUS YACHTS INC. (2018 – PRESENT)

- 161' Blount commercial dinner cruise and excursion yacht 600 passenger + 75 crew members.
- Oversaw engine overhaul and generator rebuilds in 2019.
- Understanding of all USCG K Class vessel regulations.
- Currently on long term lease with Empire Cruises.

PRINCIPAL, CAPITOL PRINCESS INC. (2015 – 2020)

- 85' Gulf Craft 150 passenger excursion vessel.
- Understanding of all USCG T Class vessel regulations.
- Spearheaded and negotiated bare boat charter from 2020-2022.

EDUCATION

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SEPTEMBER 2007 – MAY 2011

BS ECONOMICS AND FINANCE, SUNY ONEONTA

Varsity Wrestling Team, Vice President Fishing Team, Graduate *Cum Laude*

RICHARD COLLINS

3450 Riverside Drive, Oceanside, NY, 11572 · 516-924-7120

RMC726@aol.com

Second generation and nearly 50 years in the marine industry with extensive experience in the field of commercial and recreational marine operations including marina acquisitions, commercial real estate acquisitions, C-suite management, capital requirements, capital market acquisitions, large scale commercial yacht construction, marina safety requirements, marine contracting, DEC petroleum safety, USCG regulations and security requirements (Both T and K class vessels), DEC Class A and B Operators permit, heavy equipment procurement, vessel engineering, and vessel mechanical propulsion.

EXPERIENCE

PRINCIPAL, CAPITOL MARINE ENTERPRISES (2019 – PRESENT)

- Manages marina operations.
- Financier of marina renovation, including new marine bulkheading, drainage, land grading, and installation of two below grade bulk petroleum storage tanks.
- Heavy equipment procurement of 50 metric ton travel lift and 20,000lb marina bull forklift.
- Sales and consultant of engines, repowers, rebuilds and major refits.
- Insurance consultant for major loss projects, ranging from latent part defects through mega yacht engine losses.
- Expert witness on behalf of insurance carriers for major losses and legal suites.

PRINCIPAL, CAPITOL FISHING TACKLE COMPANY EST. 1897 (1974 – PRESENT)

- Established in 1897, acquired and operated since 1974.
- Purchased and renovated new property for store in Freeport in 2021.
- Long running history of being one of the most successful tackle and bait stores in New York.

CEO, PEGASUS YACHTS INC. (1998 – PRESENT)

- Largest independent dinner cruise vessel operating company in Manhattan from 1998 – 2004.
- Carried 200,000+ passengers yearly with annual revenues of \$20mm+.
- Operated 8 commercial passenger carrying vessels and managed staff of nearly 300 employees.
- Designed and oversaw build of 161' Blount commercial dinner cruise and excursion yacht 600. passenger + 75 crew members "M/V Timeless."
- Understanding of all USCG T and K Class vessel regulations.
- Negotiated long term bare boat charter agreements and sales of all vessels.

PRINCIPAL, CAPITOL PRINCESS INC. (2015 – 2020)

- 85' Gulf Craft 150 passenger excursion vessel.
- Understanding of all USCG T Class vessel regulations.
- Negotiated with DOCKSNYC and East River Park Conservancy for a prime vessel berth location.

LICENSE

REVOCABLE LICENSE dated this ____ day of _____, 2023 and effective upon approval by the Board of Trustees of the Village of Freeport, between the Village of Freeport, (hereinafter referred to as "Licensee") and Guy Lombardo Marina Incorporated (hereinafter referred to as "Sub-licensee") to operate the Town of Hempstead Marina on Guy Lombardo Avenue, Freeport, New York (the "Guy Lombardo Marina ") as a sub-Sub-licensee of the Village of Freeport.

WITNESSETH:

WHEREAS, the Village of Freeport, the Licensee, has entered into an agreement to operate the Town of Hempstead Marina located on Guy Lombardo Avenue, Freeport, New York (the "licensor"); and,

WHEREAS, Sub-licensee has agreed to operate said marina; and,

WHEREAS, the sub-licensee must follow all conditions within the said license between the licensee and the licensor; and,

WHEREAS, Sub-licensee agrees to operate such spaces in accordance with the terms and provisions of this Revocable License, and any applicable laws, rules and regulations; and

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

ARTICLE I GRANT OF LICENSE AND FEE

Licensee hereby grants to Sub-licensee a Revocable License for the use of the Premises. It is hereby understood and agreed that the use of these Premises shall be for the purpose operating a marina. This Revocable License shall be for an initial term of two-years (2), and upon written approval by both parties, and assuming the Village of Freeport owns said marina, for an additional ten years (10 years) with an additional ten years (10 years) with an additional five years (5 years) thereafter.

Sub-licensee shall be responsible for all utility costs for that portion licensed by the sub-licensee.

Sub-licensee shall comply, in all respects with the license between the licensee and the licensor (attached hereto as exhibit "A")

This agreement can be terminated for cause, (cause shall be defined, but not limited to, any violations of this license for which the Sub-licensee fails to cure). Termination, if warranted, shall be upon sixty (60) days written notice.

Sub-Licensee shall pay the following fees to the licensee:

1. Thirty percent (30%) of all summer dockage and wet or dry winter storage (excluding NYS Sales tax), with a minimum guaranteed monthly payment of \$10,000.00 per month to licensee.
2. Fifteen percent (15%) for any additional work performed on the premises and any improvements made to create more revenue (e.g. restaurant use, room rentals, etc).

ARTICLE II FURNISHINGS AND FIXTURES

The Licensee shall not provide any furnishings or fixture installments related to the Sub-licensee's licensed use of the Premises. All such property of whatever kind or nature placed in the Premises by the Sub-Licensee shall be and will remain the property of the Sub-licensee. Licensee retains the right to request Sub-licensee to remove property belonging to Sub-licensee. Sub-licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensee.

ARTICLE III MAINTENANCE AND REPAIRS

Sub-licensee hereby agrees to be responsible for and to provide for all interior cleaning, interior building maintenance, repairs and furnishings arising from, incident to, but not limited to, the operation of the Premises. Sub-licensee may use in-house services to be reimbursed by Sub-licensee or contract out for services to accomplish said maintenance and repairs. With the exception of routine day-to-day maintenance and repairs, all maintenance and repairs are subject to written approval by Licensee. Such approval shall not be unreasonably withheld and shall be responded to in the manner and within the time frames specified in Article IV. Notwithstanding the foregoing, Licensee shall be responsible for structural repairs, roofing, exterior building maintenance, maintenance of lawn and grounds, street lighting, parking areas, bulkheads, snow plowing and removal and sanitation expense.

ARTICLE IV ALTERATIONS BY SUB-LICENSEE

Licensee hereby grants Sub-licensee the right to make those alterations, including the addition of a gate between the Hudson Point Marina and the Premises, decorations, installations, additions and improvements in and to the Premises that Sub-licensee deems necessary. Sub-licensee agrees that all alterations, additions and improvements which affect the building systems constitute structural changes which require prior written approval of the Licensee and Licensor. Licensee agrees to respond

to written requests for approval or alterations that affect the building systems or that constitute structural changes and all repairs and maintenance requiring approval pursuant to Article III hereof within two weeks of request by Sub-licensee. Approval will not be unreasonably withheld and shall be granted unless the alterations, repairs or maintenance for which approval is requested by Licensee shall result in an irreversible modification of the structure of the Premises. All property of whatever kind or nature in or on the Premises which is owned, installed or paid for by the Sub-licensee shall be and will remain the property of the Sub-licensee. Upon revocation of this Revocable License by Licensee, Licensee shall have no responsibility to support costs relative to Sub-licensee's funded alterations. Sub-licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensee. In the event this sub license is revoked without good cause, Licensee shall reimburse Sub Licensee for the unamortized cost of any capital improvements made in accordance with this paragraph.

ARTICLE V SECURITY

The Sub-licensee agrees to provide for all security relating to the operation of the Premises covered by this Revocable Sub-License.

ARTICLE VI INDEMNIFICATION

Sub-licensee will be fully and absolutely responsible for the Premises under this license, and for the operation and conduct of the Premises, as well as Sub-licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Premises and/or the operation of the Premises. Sub-licensee will hold harmless and indemnify Licensee, the Incorporated Village of Freeport, and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Sub-licensee, its agents, contractors, employees, invitees, or residents or guests of the Premises in the conduct or operation, or in the maintenance of the Premises as delineated and encompassed by this Revocable License unless due to the negligence of the indemnitees.

In the event that any claims are filed against Licensee which would be subject to payment by Sub-licensee, Licensee shall provide Sub-licensee with notice of such claims within 30 days of receipt thereof by registered mail, return receipt requested.

ARTICLE VII EXCULPATION

(a) The Licensee shall not in any event whatsoever be liable for any injury or damage to any person happening on, in or about the Premises and its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Sub-licensee or to any other person which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the Premises unless due to the negligence of Licensee.

ARTICLE VIII INSURANCE

Sub-licensee shall provide liability insurance (and shall name the Licensee and Licensor as the additional insured – “Incorporated Village of Freeport” – “Town of Hempstead” on any applicable insurance policy) in an amount acceptable to Licensee to ensure that the Licensee is completely and fully compensated for any and all loss or damage it may suffer as a result of action or non-action by Sub-licensee, Sub-licensee’s agents or employees, residents or guests on the Premises and employees.

ARTICLE IX LICENSE

The Licensee and Sub-licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord/tenant relationship between Licensee and Sub-licensee. The Licensee and Sub-licensee further agree that it is not their intention to transfer any interest in real property from Licensee or Sub-licensee by or through this Revocable License.

ARTICLE X CODE COMPLIANCE

The parties agree that Sub-licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to the Premises.

ARTICLE X INSPECTION

Prior to the execution of this Revocable License, or as soon thereafter as practical, the parties hereto agree that a full inspection of the Premises will be made by both Licensee and Sub-licensee to determine the present condition of the Premises. A single written report shall be prepared by Licensee with the concurrence of the Sub-licensee setting forth the condition of the Premises. This report shall be used to resolve any disputes which may occur at the time of revocation of the Revocable License or at any time prior thereto concerning the conditions of the Premises.

**ARTICLE XI
NOTICES**

Any notices required to be given shall be in writing and shall be sent by certified mail or registered mail, return receipt requested at the address set forth below:

SUB-LICENSEE: Guy Lombardo Marina Incorporated, C/O Hudson Point Marina, 1 Anchorage Way, Freeport NY 11520.

-LICENSEE: Office of the Mayor
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Either party may change its address as set forth herein by notice to the other in the manner provided for above, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.

**ARTICLE XII
POINTS OF CONTACT**

The point of contact for the Sub-licensee is: Richard M. Collins (516 924 7120)

The point of contact for the-Licensee is: Mayor Robert T. Kennedy -
516 377-2252

**ARTICLE XIII
ENTIRE AGREEMENT**

This Revocable License sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensee for Sub-licensee's use of the Premises and may not be modified or altered except in writing signed by both parties. **IN WITNESS WHEREOF**, the parties have duly executed this Revocable License the day and year first above written (the date the second of the two parties signs).

FOR THE VILLAGE OF FREEPORT

By: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

FOR Guy Lombardo Marina

Incorporated _____.

By: _____

PRINTED NAME: Eric Collins _____

TITLE: _Vice

President _____

DATE: _____

THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

AGENDA

BOARD OF TRUSTEES' MEETING

March 8, 2023

NO PUBLIC COMMENT