

**PUBLIC MEETING**

**FRANCHISE AND CONCESSION REVIEW COMMITTEE**

**WEDNESDAY FEBRUARY 11<sup>th</sup>, 2026 @ 2:30 P.M.**

**Location:**  
**255 Greenwich Street – 8<sup>th</sup> Floor**  
**New York, NY 10007**

NOTE: For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact the Mayor's Office of Contract Services (MOCS) via e-mail at [DisabilityAffairs@mocs.nyc.gov](mailto:DisabilityAffairs@mocs.nyc.gov) or via phone at (212) 298-0800. Any person requiring reasonable accommodation for the public meeting should contact MOCS at least five (5) business days in advance of the meeting to ensure availability. ☎

*Franchise and Concession Review Committee Public Meeting  
Wednesday February 11<sup>th</sup>, 2026 @ 2:30 P.M.*

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

**No. 1:** **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant sole source concession agreement with the Ocean Breeze Park Alliance, Inc. for seasonal programming at the Ocean Breeze Athletic Complex on Staten Island.

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

**No. 2:** **IN THE MATTER** of the intent to award as a concession a sole source license agreement to Alley Pond Environmental Center, Inc. for the maintenance and operation of the Alley Pond Environmental Center in Douglaston, Queens. The license will provide for one (1) five (5) year term with one (1) five (5) year renewal option.

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

**No. 3:** **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate an amendment to the significant sole source license agreement with the Battery Conservancy, Inc. for the operation and maintenance of the Battery in Manhattan, to include the operation and maintenance of two (2) food service kiosks within the Bosque Gardens.

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

**No. 4:** **IN THE MATTER** of the intent to seek unanimous Franchise and Concession Review Committee approval, pursuant to Section 1-05 of the Concession Rules of the City of New York, to issue a significant RFP for a term of twenty-five (25) years for the development, operation, and maintenance of a food service concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan.



**David Cerron**  
Assistant Commissioner  
Business Development &  
Special Events

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**City of New York**  
**Parks & Recreation**  
  
The Arsenal  
Central Park  
New York, NY 10065  
[www.nyc.gov/parks](http://www.nyc.gov/parks)

# MEMORANDUM

**To:** Hon. Vito Fossella, Staten Island Borough President  
Debra Derrico, District Manager of Staten Island Community Board #2

**From:** Phil Abramson, Director of Concessions Communications, NYC Parks *PA*

**Subject:** Notice of Intent to Seek Franchise & Concession Review Committee  
Approval to Utilize a Different Procedure to Negotiate a Sole Source License  
Agreement with the Ocean Breeze Park Alliance, Inc. for Seasonal  
Programming at the Ocean Breeze Athletic Complex on Staten Island

**Date:** 1/2/2026

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In accordance with Section 1-16 of the Concession Rules of the City of New York, the New York City Department of Parks & Recreation is seeking Franchise and Concession Review Committee approval to utilize a different procedure to negotiate a significant sole source concession agreement with the Ocean Breeze Park Alliance, Inc. for seasonal programming at the Ocean Breeze Athletic Complex on Staten Island.

This concession has been determined not to be a major concession as defined in Chapter 7 of the Rules of the City Planning Commission.

If you have any questions or comments, please feel free to contact Phil Abramson, Director of Concessions Communications at NYC Parks at 212-360-3426 or [phil.abramson@parks.nyc.gov](mailto:phil.abramson@parks.nyc.gov).

Thank you.

# Rule 1-16: Different Procedure

## Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Concession Title	Ocean Breeze Park Alliance, Inc.		Concession ID	R149-O	
Description			Agency	NYC Parks and Recreation	
Seasonal Programming at the Ocean Breeze Athletic Complex on Staten Island	Location	Concession Site(s)		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Ocean Breeze Athletic Complex 625 Father Capodanno Boulevard Staten Island, NY 10305				
	Borough	Staten Island		Community Board(s) 2	

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

### Proposed Concession Justification

The Agency has determined it is practicable or advantageous to use a Different Procedure over other methods because:

#### Indicate the Different Procedure utilized

<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Amendment
<input type="checkbox"/> Other	<input type="checkbox"/> Program-based

See Additional Information form

### Proposed Concession Term

including renewal options

To be negotiated

### Proposed Concession Revenue

To be negotiated

### Prior Concession Details

N/A (No Prior Concession)

What method was used for prior concession?  1-12  1-13  1-14  1-15  1-16

Concessionaire \_\_\_\_\_  EIN or  SSN # \_\_\_\_\_

Is this concession site the same as above?  Yes  No  N/A

If no, please explain

Is this agreement active?  Yes  No

### Prior Concession Term including renewal options

N/A

### Prior Concession Revenue

N/A

### Community Board / Borough President Notice Requirements (Check all that apply)

**This is a Significant Concession**  Yes  No

(if yes, please select all applicable boxes below)

Total potential term =/>10 years

Projected annual income/value to City =/>\$250,000

Major Concession

#### Intent to Seek a Different Procedure

Agency notified affected Community Boards and Borough Presidents of the intent to seek a Different Procedure and whether the concession is significant and/or major, on 01/02/2026 (at least 40 days prior to seeking FCRC approval). A copy of this notice has been provided to the Mayor's Office of Contract Services for distribution to the committee

**This is a Major Concession**  Yes  No

(if yes, please be aware the award will be subject to review and approval pursuant to Sections 197-c and 197-d of NYC Charter)

A copy of this notice has been posted in a publicly accessible location on the City's website

### Authorized Signatures

#### Agency Staff

*This is to certify that the information presented herein is accurate*

Signature Philip Abramson

Name Philip Abramson

Title Dir. of Concessions Comms. Date 12/30/2025

#### City Chief Procurement Officer

*This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession*

Signature \_\_\_\_\_

City Chief Procurement Officer \_\_\_\_\_

Date \_\_\_\_\_

# Additional Information

## For Agency Use With Concession Forms

**Concession Title** Ocean Breeze Park Alliance, Inc.

**Concession ID** R149-O

**Description**

**Agency** NYC Parks and Recreation

Seasonal Programming at the Ocean Breeze Athletic Complex on Staten Island

### Proposed Concession Justification

The Ocean Breeze Park Alliance, Inc. (OBPA) was founded in 2020 as a Staten Island-based non-profit organization whose mission is to work with local communities for the sustainability and stewardship of Ocean Breeze Park, to preserve the natural environment, provide public programming, and sustain and maintain the park as a regional park destination.

OBPA is particularly dedicated to empowering youth athletes through track and field programs at the Ocean Breeze Athletic Complex, which opened in 2015 as one of the leading indoor track & field destinations in the United States. It is a 135,000-square foot complex, including a hydraulic track with seating for 2,500 spectators, and several other track and field activity areas. OBPA works there to foster the holistic development of young individuals, equipping them with the skills and value needed for success both on and off the track.

The Ocean Breeze Athletic Complex is a technologically advanced, competition-grade sports venue with operational demands far beyond the scope of a traditional park facility. OBPA has demonstrated the ability to support these needs by procuring equipment, technology, and upgrades; supplementing staff during peak competition seasons; funding landscaping, maintenance, and operational tools necessary for both the park and the facility; and providing enhancements that ensure the venue maintains its national reputation.

OBPA has successfully bid for and supported multiple national championships at the youth, collegiate, and professional levels — events that have generated millions of dollars in economic impact for Staten Island and New York City. These accomplishments require support and services beyond the capacity of NYC Parks, including negotiating hotel contracts, securing transportation agreements, contracting catering and event-specific services, and managing sponsorships and event logistics — tasks that OBPA has assumed.

OBPA is central to providing high-impact youth programming across both the park and the athletic complex. Their support includes hosting youth, high school, and invitational events that bring athletes from NYC, across the nation, and around the world. OBPA also supports the Ocean Breeze WaveRunners — one of the largest and most successful youth track clubs in the country, known for producing champions and fostering academic achievement. OBPA further supplements program costs to ensure participation remains accessible for families, while creating safe, structured pathways from youth athletics to college scholarships.

Despite all of OBPA's efforts, as described above, there is as yet no agreement formalizing the relationship between the organization and Parks. NYC Parks and OBPA desire to enter into an Agreement to formalize the scope of OBPA's seasonal programming responsibilities at the Ocean Breeze Athletic Complex and Park. This agreement is anticipated to include language affirming that certain funds generated from events at the Licensed Premises, as defined in the Agreement, shall be directed to OBPA to help off-set their required expenditures. In addition to revenue from events, the Agreement is anticipated to address revenues generated from fundraising and sponsorships. It is anticipated that all revenues received by OBPA will solely go toward off-setting any expenses related to stated requirements and obligations of the Agreement.

Given OBPA's proven track record, mission alignment, and deep community presence, they are uniquely positioned to support NYC Parks in ways that create meaningful, lasting benefits for the Ocean Breeze Athletic Complex and Park. For these reasons, NYC Parks believes that it is in the best interest of the City to negotiate a Sole Source Agreement with OBPA.

# FRANCHISE AND CONCESSION REVIEW COMMITTEE

**(Cal. No. 1)**

RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes the New York City Department of Parks & Recreation (“Parks”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant sole source concession agreement with the Ocean Breeze Park Alliance, Inc. for seasonal programming at the Ocean Breeze Athletic Complex on Staten Island.

BE IT FURTHER RESOLVED, that Parks shall submit the sole source agreement it proposes to enter into with the Ocean Breeze Park Alliance, Inc. to the FCRC for approval.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE  
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

**2/11/2026**

**Signed:** \_\_\_\_\_

**Title:** City Chief Procurement Officer

**Date:** \_\_\_\_\_



**David Cerron**  
Assistant Commissioner  
Business Development &  
Special Events

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**City of New York**  
**Parks & Recreation**  
  
The Arsenal  
Central Park  
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[www.nyc.gov/parks](http://www.nyc.gov/parks)

# NOTICE OF PUBLIC HEARING

**To:** Hon. Donovan Richards, President of the Borough of Queens  
Joseph Marziliano, District Manager, Queens Community Board 11

**From:** Phil Abramson, Director of Concessions Communications    *PA*

**Subject:** Notice of Joint Public Hearing: 2/9/2026; Intent to Enter into a License  
Agreement for the Maintenance and Operation of the Alley Pond  
Environmental Center to Alley Pond Environmental Center, Inc.; Q1-O.

**Date:** 1/23/2026

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NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and the New York City Department of Parks & Recreation ("Parks") to be held on 2/9/2026, at 255 Greenwich Street, 8<sup>th</sup> Floor, in Manhattan, New York, NY 10007 commencing at 2:30 p.m. relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement ("License") to Alley Pond Environmental Center, Inc. ("Licensee") for the maintenance and operation of the Alley Pond Environmental Center in Douglaston, Queens ("Licensed Premises").

The License will provide for one (1) five (5)-year term with one (1) five (5)-year renewal option.

All gross receipts received by Licensee will be used exclusively to provide for the maintenance, operation, and programming of the Licensed Premises.

Written testimony may be submitted in advance of the hearing electronically to [fcrc@mocs.nyc.gov](mailto:fcrc@mocs.nyc.gov). All written testimony can be submitted up until the close of the public hearing and will be distributed to the FCRC after the hearing.

A draft copy of the agreement may be obtained at no cost by any (or all) of the following ways:

1. Submit a written request to NYC Parks at [philip.abramson@parks.nyc.gov](mailto:philip.abramson@parks.nyc.gov) from 1/23/2026 through 2/9/2026.

2. Submit a written request by mail to NYC Parks, Revenue Division, 830 Fifth Avenue, Room 407, New York, NY 10065. Written requests must be received by 2/9/2026. For mail-in requests, please include your name, return address, and Concession # Q1-O.
3. Download from NYC Parks' website at <https://www.nycgovparks.org/opportunities/concessions/rfps-rfps-rfeis> from 1/23/2026 through 2/10/2026.

The agenda and related documentation for the hearing will be posted on the MOCS website at <https://www.nyc.gov/site/mocs/opportunities/franchises-concessions.page>

For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact the Mayor's Office of Contract Services (MOCS) via e-mail at [DisabilityAffairs@mocs.nyc.gov](mailto:DisabilityAffairs@mocs.nyc.gov) or via phone at (212) 298-0800. Any person requiring reasonable accommodation for the public hearing should contact MOCS at least five (5) business days in advance of the hearing to ensure availability.

# Rule 1-16: Different Procedure

## Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title	Alley Pond Environmental Center	Concession ID	Q1-O
Description	NYC Parks		
The Maintenance and Operation of the Alley Pond Environmental Center	Location	Concession Site(s)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	229-10 Northern Boulevard Douglaston, NY 11362		
	Borough	Queens	Community Board(s) 11

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

### Recommended Concessionaire

Name	Alley Pond Environmental Center, Inc.	Telephone	718-229-4000
Business Address	<input checked="" type="checkbox"/> EIN or <input type="checkbox"/> SSN # 11-2405466		
229-10 Northern Boulevard Douglaston, NY 11362	<input checked="" type="checkbox"/> Not-for-Profit Organization <input type="checkbox"/> Certified M/WBE by SBS		

### Recommended Concession Agreement Term

>20 years – FCRC unanimously approved term on \_\_\_\_\_

Renewal Option(s)

The License will provide for one (1) five (5)-year term with one (1) five (5)-year renewal option.

### Recommended Revenue

All gross receipts received by Licensee will be used exclusively to provide for the maintenance, operation, and programming of the Licensed Premises. APEC plans to charge fees for certain activities, the proceeds of which shall be used solely for the maintenance, operation and programming of the New Center and the other activities of the licensed premises. Such revenue generating activities plan to include class trips, outreach programs, early childhood programs, after school and summer programs, birthday parties; as well as the sale of postcards, books, brochures, souvenirs, bird seed, and honey from the apiary. APEC may also sell additional products related to the use of and functions performed at the Center, provided that such operations are consistent with the purposes set forth in the agreement.

### Selection Procedure Requirements

Please select the appropriate Different Procedure method justification below:

- Sole Source
- Amendment or extension to an existing concession agreement
- Program-based (FCRC approved concession program on \_\_\_\_\_)
- Other (Please specify)

#### Award is a Major Concession

Yes – Award was approved pursuant to Sections 197-c and 197-d of the NYC Charter as follows:

- CPC approved on \_\_\_\_\_
- City Council approved on \_\_\_\_\_
- N/A

No

## Concession Agreement Recommendation For Award Memorandum Cover Sheet

### Negotiation Requirements

Below, please describe the nature of negotiations conducted, including with respect to the amount of revenue offered:

The FCRC voted to authorize negotiations on December 9, 2015. Negotiations were extensive, focusing on the establishment of the Licensed Premises, the division of responsibilities between Parks and APEC, and over language regarding intellectual property rights, involving coordination with the NYC Law Department.

### Award Requirements

The agency determined that the award of this concession is in the best interest of the City because:

See Additional Information form.

### Public Hearing Requirements

(Only applicable for significant concessions)

**[IF REQUIRED]** a public hearing was conducted on: 2/9/2026

Subject concession is a (check one):  **Citywide** or  **NOT Citywide** concession and Agency hereby certifies that a notice summarizing the terms and conditions of the proposed concession, and the time, date and location of the public hearing was published once in the City Record and given to all affected CB-BP and the Committee Members on 1/23/2026 (not less than 15 days prior to the hearing date). In addition, if you have posted this notice publicly elsewhere, please describe below:

Subject concession is non-significant. No public hearing is required

### FCRC Approval

FCRC approved this concession agreement on 2/11/2026 (date of the FCRC public meeting)

Votes in favor: \_\_\_\_\_ Votes against: \_\_\_\_\_

OR

The concession was not subject to approval of the FCRC because it has a term of less than 30 days and is not subject to renewal

Law Department approved concession agreement on: \_\_\_\_\_

### Authorized Signatures

#### Agency Staff

*This is to certify that the information presented herein is accurate and that I find the proposed concessionaire to be responsible and approve of the award of the subject concession agreement*

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

#### City Chief Procurement Officer

*This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession*

Signature \_\_\_\_\_

City Chief Procurement Officer

Date \_\_\_\_\_

# Additional Information

## For Agency Use With Concession Forms

**Concession Title** Alley Pond Environmental Center

**Concession ID** Q1-O

**Description**

**Agency** NYC Parks

The Maintenance and Operation of the Alley Pond Environmental Center

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### Award Requirements

The agency determined that the award of this concession is in the best interest of the City because:

The Alley Pond Environmental Center, Inc. ("APEC") is a nonprofit environmental education organization that was founded in the early 1970s by a small group of forward-thinking elementary school teachers, convinced that Earth's ecology should be a vital part of children's education in the public schools. They formed a committee to persuade school authorities to add the subject to the curriculum but after being unsuccessful, they turned to Parks for help in finding a site where a center for environmental education could be created. As a result of grassroots organizing and a partnership with NYC Parks, APEC was established within Alley Pond Park in 1972.

APEC is dedicated to educating children and adults in the New York metropolitan area, protecting and preserving Alley Pond Park, open spaces and water bodies, and advocating for sustainable environmental policies and practices.

APEC entered into a License Agreement with Parks on March 1, 2006, renewed through subsequent extension letters, allowing APEC to use, occupy, maintain and operate the previous center on-site while providing programs in environmental education and information to the public. Parks then constructed a new facility on the grounds of the former center to host APEC's programming. That new building opened in the Fall of 2023 and necessitates a new license agreement with APEC. In the interim, since the Fall of 2023, Parks has issued temporary permits to APEC to operate on site, but both parties desire for a more permanent agreement to be in place.

Given APEC's commitment to maintaining and operating the New Center as an environmental educational resource for all New Yorkers and visitors, Parks believes that it is in the best interest of the City to enter into a Sole Source License Agreement with APEC, rather than proceed with a competitive solicitation process.

**LICENSE AGREEMENT**

**BETWEEN**

**ALLEY POND ENVIRONMENTAL CENTER, INC.**

**AND**

**NEW YORK CITY**

**DEPARTMENT OF PARKS & RECREATION**

**FOR THE MAINTENANCE AND OPERATION OF THE ALLEY POND ENVIRONMENTAL  
CENTER**

**QUEENS, NEW YORK**

**DATED: \_\_\_\_\_, 2026**

**NYLD's Approval: \_\_\_\_\_**

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This license agreement (“**License Agreement**” or “**License**” or “**Agreement**”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the City of New York (the “**City**”), a municipal corporation of the State of New York acting by and through the New York City Department of Parks & Recreation (“**NYC Parks**”), whose address is The Arsenal, 830 Fifth Avenue, New York, NY 10065, and Alley Pond Environmental Center, Inc. (“**Licensee**” or “**APEC**”), a Not-for Profit Corporation whose principal office is located at 229-10 Northern Boulevard, Douglaston, New York, 11362-1068. NYC Parks and Licensee will be collectively referred to as the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, New York City Charter § 533 (the “**Charter**”) charges the Commissioner of NYC Parks (“**Commissioner**”) with the duty to manage, care, maintain, and operate City parks, squares, buildings, structures and recreation facilities under NYC Parks’ jurisdiction, for the beneficial use of the people of the City, and the duty to plan, develop, conduct, and enter into arrangements on NYC Parks’ behalf for the public’s benefit; and

**WHEREAS**, the City desires to encourage interested not-for-profit corporations to provide supplemental services, including maintenance, recreational, cultural and educational programs, for the public’s benefit; and

**WHEREAS**, the Commissioner has determined that arrangements with interested not-for-profit corporations are necessary and appropriate for the public’s benefit; and

**WHEREAS**, the Commissioner has jurisdiction over parkland commonly known as Alley Pond Park (the “**Park**”), including the building located at 229-10 Northern Boulevard, Douglaston, the borough of Queens, New York (the “**Building**”), the adjacent parking lot (the “**Parking Lot**”), and certain surrounding areas and outbuildings that, in each case, are located within the Licensed Premises (as hereinafter defined) (the “**Grounds**”); and

**WHEREAS**, APEC is a not-for-profit corporation, incorporated on September 3, 1976 under the New York State Not-for-Profit Corporation Law, § 201 and is a 501(c)(3) entity for federal tax purposes; and

**WHEREAS**, since 1976 APEC has maintained and operated the Building as an environmental center for the benefit of the public, providing programs in environmental education and information; and

**WHEREAS**, under a Management and Operation Agreement dated March 1, 2006 between NYC Parks and APEC and subsequent extension letters, APEC has used, occupied, maintained and operated the Licensed Premises (as defined in **Section 1.1**) providing programs in environmental education and information at Alley Pond Park; and

**WHEREAS**, NYC Parks sought approval of the Franchise and Concession Review Committee (“**FCRC**”) who has authorized NYC Parks to use different procedures to enter into this License Agreement with Licensee; and

**WHEREAS**, the Commissioner and Licensee desire that their coordinated efforts continue to serve the best interests of the public; and

**WHEREAS**, NYC Parks and Licensee have collectively created an effective public-private partnership and complements each other efforts to improve and administer the Licensed Premises; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

### **ARTICLE 1: GRANT OF LICENSE**

**1.1** Parks hereby grants to Licensee and Licensee hereby accepts from Parks, this non-exclusive License under the terms and conditions in this Agreement to use, occupy, maintain, and operate the Building, the Parking Lot and all other areas designated as the Licensed Premises on **Exhibit A** (the “**Licensed Premises**”) and provide environmental education and information activities, programs and demonstration projects, including nature walks, environmental programming and conservation on the Licensed Premises and elsewhere in the Park for the public’s benefit and best interest to the Commissioner’s reasonable satisfaction. As used herein, the term “Licensed Premises” is not intended to include any streets, highways or other roads that adjoin the Licensed Premises or any sidewalks adjacent thereto.

**1.2** Licensee shall obtain any and all governmental approvals, permits, and other licenses required by Federal, New York State (“**State**”) and City laws, rules, regulations, and orders which are or may become necessary for it to use, occupy, operate and maintain the Licensed Premises under the terms of this License. To comply with this License Agreement, Licensee must fulfill all of the obligations in this Agreement. Failure to fulfill any of the obligations in this Agreement for any reason may, subject to notice and a reasonable opportunity to cure, if applicable be deemed a default by the Commissioner. Any act, consent, approval or permission required of the City, NYC Parks or the Commissioner under this License shall be valid only if it is, in each instance, in writing and signed by the Commissioner or Commissioner’s duly authorized representative. Any variance, alteration, amendment or modification of this instrument shall only be valid or binding upon the City, NYC Parks, the Commissioner or their agents if it is in each instance, in writing and duly signed by the Commissioner or his duly authorized representative.

### **ARTICLE 2: NO LEASE**

**2.1** It is expressly understood that the City has title to the Licensed Premises and no land, building, space, improvement, or equipment is leased to the Licensee. During the Term and any subsequent Renewal Term(s) of this License, Licensee shall have the use of the Licensed Premises and shall continue to use and occupy the Licensed Premises in compliance with each and every provision and condition in this License.

**2.2** Licensee shall at all times provide free access to the Licensed Premises to the Commissioner or the Commissioner’s representatives and to other City, State, and Federal officials having jurisdiction, for inspection and any other lawful purposes. Commissioner, Commissioner’s representatives and such other officials shall have the right to enter and be present at the Licensed Premises to observe Licensee’s operations.

## **ARTICLE 3: SCOPE OF AGREEMENT**

**3.1** Licensee shall provide, or cause to be provided, the services so specified in this License as services it is to provide for occupying and maintaining the Licensed Premises to the Commissioner's reasonable satisfaction.

**3.2** Licensee shall foster environmental education and information programs for the public's benefit and may develop and implement other programmatic activities to promote the Licensed Premises.

## **ARTICLE 4: TERM OF THE AGREEMENT**

**4.1** The term ("Term") of this Agreement shall be five (5) years and shall commence on NYC Parks giving written Notice to Proceed to Licensee and terminate on the fifth (5<sup>th</sup>) anniversary of this date, subject to earlier termination pursuant to the terms of this License Agreement. In no event shall this License become effective prior to registration with the Comptroller. This License may be renewed, at the Commissioner's discretion for one (1) additional five (5) year term ("Renewal Term"), such renewal being subject to the same terms and conditions in this License, providing Licensee request such a renewal one year before the expiration of the Term. The renewal, if granted, shall be by the Parties' mutual agreement in writing.

**4.2** This License is terminable at will by the Commissioner, in whole or in part, at any time upon twenty-five (25) days' written notice to Licensee. The Commissioner, the City, NYC Parks, its employees and agents shall not be liable for damages to Licensee if Commissioner as provided in this Agreement terminates this License. Licensee at any time may terminate this License at will upon not less than one-hundred twenty (120) days' written notice to NYC Parks. Licensee, its members, directors, officers, employees, and agents shall not be liable for damages to the City resulting from an early termination of this License by Licensee as provided for herein. If such notice is not given, this License Agreement shall terminate as described in **Section 4.1** above.

## **ARTICLE 5: EXECUTIVE DIRECTOR**

**5.1** The Executive Director of APEC (the "Executive Director") is not a NYC Parks' employee. The Executive Director's role shall include arranging for the maintenance and operation of the Licensed Premises in accordance with this Agreement, making decisions and enforcing public policy which the Commissioner has established and approved. The Executive Director will also be responsible for liaising and coordinating communications between NYC Parks and Licensee.

**5.2** With respect to the Licensed Premises, the rights granted to Licensee in this Agreement shall not impair or diminish the powers granted in the Charter to the Commissioner and NYC Parks.

## **ARTICLE 6: MAINTENANCE, OPERATIONS AND REPAIR**

**6.1 (a)** The Licensed Premises shall be open to the public five (5) days per week, other than days that NYC schools are closed by order of the Mayor or NYC Department of Education and at Licensee's sole election may be open on any other day of the year (including days that NYC schools are closed by order of the Mayor or NYC Department of Education). Licensee may close the Building on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth,

Independence Day, Labor Day, Columbus Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve and, with Parks' approval (other than as provided in **Section 9.1 (a)(iv)**), on other days when weather conditions or other conditions affecting the Park or the Licensed Premises or other exigent circumstances make it, in Licensee's good faith judgment, inadvisable to be open. On days that the Licensed Premises are open, hours of operation during weekdays are generally 9:00 a.m. to 4:30 p.m. and on weekends and holidays the hours will vary, but the Licensed Premises will be open a minimum of two hours on those days. If the Licensed Premises are scheduled to be open earlier than 8 a.m. or later than 6:30 p.m. (or such later time as any program/meeting at the Licensed Premises that has been approved by the Commissioner is anticipated to run through), Licensee shall obtain the Commissioner's approval thereof. Additionally, hours of operation may be shorter than described above due to weather conditions or other conditions affecting the Park or the Licensed Premises or other exigent circumstances (including, without limitation, circumstances that limit access to the Park and staff shortages).

**(b) Display Animals** Consistent with the environmental and biological sciences education programming at the Licensed Premises, Licensee may collect and possess live animals, including, but not limited to, fish, birds, amphibians, reptiles, invertebrates, and mammals (such animals, not including insects and Feed Animals (as defined below), "**Display Animals**") at the Licensed Premises, subject to the terms of this section. Licensee may purchase and keep insects, feed fish, feed rodents and other customary feed animals (collectively, "**Feed Animals**") in order to provide the Display Animals with biologically appropriate food sources.

**(i)** Licensee is and will be solely responsible for securing and maintaining compliance with City, State, and Federal regulations.

**(ii)** Licensee is and will be solely responsible for ensuring the continued health of the Display Animals, including proper nutrition and veterinary care, consistent with best practices of modern zoological standards.

**(iii)** Consistent with **Article 26** of this Agreement, Licensee will provide Commissioner or Commissioner's designee of any unexpected illness, death, escape, or misplacement of any Display Animals within twenty-four (24) hours of such incident.

**(iv)** Licensee will provide notification to Commissioner or Commissioner's designee of any new Display Animals obtained or scheduled to be obtained by the Licensee as early as is reasonably practicable, but in no event later than three (3) business days after receipt of the animal.

**(v)** Licensee shall be solely responsible for emergency response to weather-related impacts to the Display Animals' environments.

**(c)** Licensee shall comply with the rating standards for all applicable enumerated categories described in NYC Parks' Inspection Program Manual ("**PIP**"), attached in **Exhibit B**, to the extent such standards and categories apply to Licensee's activities at the Licensed Premises and the obligations it has undertaken hereunder, and any other standards with respect to such activities and obligations that NYC Parks may require in the future, provided such other standards are imposed as a

matter of general applicability as a rule or regulation of NYC Parks, such standard is not inconsistent with the terms hereof, and NYC Parks has advised Licensee thereof.

**6.2** Licensee at its sole cost and expense (except as may otherwise be provided herein) shall render the following services in the Licensed Premises:

**(a) Cleaning:**

**(i)** Licensee shall remove all rubbish generated by the operations of this Licensee from the Licensed Premises and surrounding areas at the Licensee's sole cost and expense. Licensee shall provide easily accessible NYC Parks' approved waste and recycling receptacles, which shall be emptied on a daily basis. All waste, garbage, refuse, rubbish, and litter (which term is not intended to include leaves), which collect upon the Licensed Premises without regard for its source (unless the result of or arising out of (A) Parks Events (as hereinafter defined), and (B) conditions created by the acts of NYC Parks or any of its employees, agents, contractors or subcontractors) shall be collected daily, recycled, prepared for pickup as required by applicable regulation, and removed from the Licensed Premises in a manner reasonably satisfactory to the Commissioner and by means arranged by Licensee (including, if and as applicable, pickup by New York City Department of Sanitation). In performing its duties under this Section, Licensee shall comply with all applicable City, State and Federal ordinances and programs.

**(ii)** Licensee will provide separate receptacles for recyclable items, and shall conform to all City, State and Federal recycling laws, as the same may exist from time-to-time. Where feasible, Licensee shall provide for its patrons' use, appropriately sized and well-positioned blue plastic recycling bins or receptacles for bottles and cans, and green bins or receptacles for papers, catalogs and magazines. These containers shall be properly labeled with recycling logos and the containers, and the areas around them, shall be maintained in a clean, sanitary, and graffiti-free state.

**(iii)** Pursuant to all applicable City, State, and Federal law, Licensee shall, properly bundle and/or separate, for pickup, all corrugated cardboard, magazines and catalogs, newspapers, high grade office paper and envelopes, computer paper, phone books, paper bags, cardboard boxes, pizza boxes, non-Styrofoam egg cartons, milk and juice cartons, aluminum products (including foil and trays), metal cans, plastic and glass bottles, detergent bottles, glass jars, milk jugs, metals (pans, irons), aerosol cans, wire hangers, and paint cans. All recyclables must be rinsed or rid of all food products as necessary.

**(iv)** Licensee shall maintain (other than Major Repairs or Replacements) all walkways, sidewalks, and other improvements and facilities on the Licensed Premises.

**(v)** Licensee shall remove or paint over graffiti, as appropriate to the nature of the surface and per NYC Parks' instruction, within forty-eight (48) hours of notice of such graffiti.

**(vi)** Licensee shall pressure-wash high traffic areas in the Licensed Premises, as needed.

**(vii)** Licensee shall clear drains, and catch basins, if any, that are located on the Licensed Premises on a regular basis, as needed, to prevent clogging; and, Licensee shall perform routine maintenance on trees surrounding the Building and in the Parking Lot (for the sake of clarity, these trees are only the ones located in the area shown in hatching on Exhibit [M] attached hereto) in accordance with the PIP Manual. Licensee shall not be required to perform tree care elsewhere on the Grounds. Licensee shall obtain a Parks Tree Permit prior to engaging in any pruning, trimming, treating, or removing any trees.

**(viii)** Licensee shall perform routine trail maintenance (in a manner similar to the manner it currently performs such trail maintenance) on the trails within the Grounds, including, but not limited to, removing obstructions such as downed limbs and trees that can be easily removed by Licensee.

**(ix)** Licensee shall promptly notify NYC Parks if it becomes aware of any damages to trees on the Licensed Premises caused by excessive winds, ice, vandalism, or by any other reason whatsoever, *provided however* that, except in an emergency, no tree shall be removed without NYC Parks' express prior written permission. Notwithstanding the foregoing or anything to the contrary contained herein, Licensee shall have no obligation to care for, inspect, protect from disease or pests, prune, trim or otherwise maintain any of the trees on the Licensed Premises or elsewhere on the Grounds, including removing or treating, as the case may be, sick, dying or dead trees (or the limbs or branches thereof) (all of the foregoing excluded obligations being referred to herein as "**Tree Care**"), except that if a tree falls on a pathway or trail within the Licensed Premises and can easily be removed by Licensee, Licensee shall remove such fallen tree from such pathway or trail within a reasonable period of time after becoming aware thereof.

**(b) Seasonal debris removal:**

**(i) Snow and Ice.** Licensee shall remove snow and ice from all paved walkways and paved surfaces at the Licensed Premises as required by Administrative Code of City of New York § 16-123, using snow removal methods that minimize the negative impact on the plant material and walkway surfaces and are otherwise acceptable to Parks. During its hours of operations, snow and ice melt product shall be applied to the icy paved surfaces within the Licensed Premises as needed. Licensee shall only use minimally corrosive snow melt products such calcium chloride or calcium magnesium acetate.

**(ii) Leaf removal:** Each autumn, Licensee shall remove (or cause to be removed) all fallen leaves from paved surfaces and drain grates.

**(c) Hazardous Conditions and Emergency Operations:**

**(i)** Licensee shall periodically inspect the Licensed Premises and shall promptly notify NYC Parks of any known hazardous condition(s) and institute reasonable measures to protect the public from harm, including, but not limited to installing warning signs and temporary barriers.

(ii) Should Commissioner, in Commissioner's sole judgment, decide that an unsafe or emergency condition exists on the Licensed Premises, Licensee, after written notification, shall have twenty-four (24) hours to correct this unsafe or emergency condition. During this period, the Commissioner may require a partial or complete suspension of use of the affected area. If Licensee believes that this unsafe or emergency condition cannot be remedied within the specified period, the Licensee shall notify the Commissioner in writing and indicate the amount of time needed to correct such condition. The Commissioner, in Commissioner's sole discretion, may extend the period-of-time to permit Licensee to cure the unsafe or emergency condition, under specific terms and conditions as appropriate.

(iii) Licensee shall participate in Parks storm protocols and comply with all Parks' directive during severe weather events. Licensee shall create a facility emergency plan, and submit such plan to Parks for approval.

**(d) Repairs.** At its sole cost and expense, Licensee shall be responsible for the inspection, maintenance, repair, and replacement of the entire Licensed Premises, all interior and exterior structures, building systems, utility systems and connections--including, without limitation, plumbing, electrical, HVAC, and, geothermal energy systems-- sewer systems and connections, restrooms (including stocking supplies), fencing, equipment, lighting, sidewalks, paved areas, mechanical system, security and alarm system, gates, sound equipment, vaults, gutters, curbs, and fixtures. Licensee shall also be responsible for the following:

(i) Benches or Other Seating: Licensee shall replace any broken or missing bench slats with materials supplied by Parks and shall paint benches as needed;

(ii) Walls, Barriers and/or Fencing: Any broken or cracked walls, barriers and/or fencing shall be non-captially repaired or removed and replaced. To the extent feasible, replacement materials and designs shall match the materials and designs of existing walls, barriers and/or fencing. Major repairs of any walls, barriers and/or fencing, due to the extensive scope of work, will not be considered the responsibility of Licensee as described in this subsection. Capital repairs, by way of example, include but are not limited to, repairs involving the replacement of a material portion of such walls, barriers or fencing;

(iii) Pavements: All paved surfaces and walkways shall be maintained in a safe and attractive condition. To the extent feasible, replacement materials shall match existing materials;

(iv) Signs: All graphics shall be maintained in a first-class condition and, all vandalized, graffitied or damaged signs shall be promptly cleaned or replaced with new signs that match other installed signs;

(v) Painting: All items with painted surfaces shall be painted as needed in a timely manner. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the existing color.

In no event shall Licensee be required under this **Section 6.2(d)** or otherwise to make any structural or major repairs to the Licensed Premises, perform capital improvements or replace any of the sidewalks, roadways (including paving or repaving), buildings, improvements, equipment, systems or facilities utilized therein, including, but not limited to, replacing the boiler, roof or plumbing or repairing any of the utility facilities (all of the foregoing excluded obligations being referred to herein as "**Major Repairs or Replacements**").

**(e)** Licensee shall maintain the landscaping on the Licensed Premises in accordance with the PIP manual.

**(f) Other Maintenance:**

**(i)** Licensee shall provide pest control services to keep the Licensed Premises in a clean and safe condition. Pest control methods chosen by Licensee shall be subject to NYC Parks' approval before implementation. To the extent Licensee applies pesticides to the Licensed Premises, Licensee, or any subcontractor hired by Licensee, shall comply with Chapter 12 of Title 17 of Administrative Code of City of New York and limit the environmental impact of its pesticide use.

**6.3** The responsibility for other repairs and cleaning at the Licensed Premises shall be evaluated on an as needed basis.

**6.4** Should the Commissioner reasonably decide that Licensee is not maintaining or causing to be maintained the Licensed Premises as required hereunder in a satisfactory manner, Commissioner may in writing order Licensee to improve or correct such conditions. If Licensee fails to comply with such written notice or respond in a manner satisfactory to Commissioner within thirty (30) days from the mailing of said notice, notwithstanding any other provisions in this Agreement, then Commissioner may terminate this License Agreement.

**6.5** Routine maintenance, ordinary repair, and ordinary landscaping work shall not be subject to the approvals by NYC Parks required pursuant to **Section 12** of this agreement.

**ARTICLE 7: PERSONNEL**

**7.1** All experts, consultants, independent contractors, specialists, trainees, employees, servants, and agents of Licensee who are employed by Licensee to perform work under this License are neither employees of City nor under contract to City, and Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged under this License. Nothing in this License shall impose any liability or duty on City for acts, omissions, liabilities or obligations of Licensee or any person, firm, company, agency, association, corporation or organization engaged by Licensee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of Licensee of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

**7.2 (a)** Licensee will notify NYC Parks, in writing, within ten (10) days of appointments to or resignations from the position of Chairman or Executive Director or President, and Secretary of APEC's Board. In addition, the Licensee will notify NYC Parks, in writing, within thirty (30) days

of the occurrence of any change in the individuals who serve as APEC's Board of Directors and officers.

**(b)** Licensee shall maintain provisions in its By-Laws providing for the Commissioner to serve as an ex-officio member of APEC's Board of Directors.

**7.3** For purposes of this subparagraph, the word "personnel" means each employee, independent contractor, and adult volunteer of Licensee whose duties and responsibilities relate primarily to working with children or in close proximity to children. Licensee will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children, and for establishing procedures for doing so, all such procedures to comply with all Federal, State and City laws, including, but not limited to, the following:

**(a)** Licensee will be responsible for screening of all personnel, including:

- (i)** Substantiating credentials;
- (ii)** Conducting reference checks; and,
- (iii)** Conducting criminal background checks as outlined in the Background Checks Rider, annexed hereto as **Exhibit C**.

**(b)** Licensee agrees not to hire or retain any personnel who refuse to:

- (i)** Provide the names of references;
- (ii)** Provide documentation of credentials;
- (iii)** Provide information on criminal conviction records required by § 296 of the New York State Executive Law and § 8-107 of the Administrative Code of the City of New York as outlined in the **Background Checks Rider** attached in **Exhibit C**; and,
- (iv)** Provide other requested information, which may bear on the applicant's fitness to work with or in close proximity with children.

**(c)** Licensee agrees not to hire or retain any personnel:

- (i)** Who, to the Licensee's knowledge, have not completely and truthfully reported information concerning their criminal convictions as required by § 296 of the New York State Executive Law and § 8-107 of the Administrative Code of the City of New York as outlined in Background Checks Rider;
- (ii)** To the extent disclosed by a background check consistent with § 296 of the New York State Executive Law and § 8-107 of the Administrative Code of the City of New York, whose criminal convictions record directly bears on their fitness to work with or in close proximity with children, or whose employment would involve an unreasonable risk to the safety

or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; and,

(iii) Who has been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or the subject of an ongoing investigation concerning a child abuse and maltreatment report on file with this Registry.

**7.4** As a Licensee of the City, Licensee must comply with the Earned Safe and Sick Time Act, also known as the Paid Safe and Sick Leave Law attached in **Exhibit D**.

**7.5 Manager:** During the Term or Renewal Term (s), the Parties agree that the Licensee will designate an employee (the “**Manager**”) who will be charged with the duty to manage and administer the maintenance and operation of the Licensed Premises and its staff. The Manager’s duties and responsibilities are more specifically described in the job description attached in **Exhibit E**. The Manager will work closely with the NYC Parks North-East Queens Parks Administrator to coordinate the smooth and efficient management of the maintenance and operation of the Licensed Premises. As may be requested by the Commissioner, the Manager shall meet monthly with the NYC Parks North-East Queens Parks Administrator to establish objectives for the Licensed Premises and to administer and track the fulfillment of these objectives.

## **ARTICLE 8: NON- DISCRIMINATION**

**8.1** Licensee shall not unlawfully discriminate against any employee, applicant for employment, or patron because of race, creed, color, national origin, age, sex, disability, marital status or sexual orientation. Licensee shall comply with the Americans with Disabilities Act (“**ADA**”) and regulations as applicable. Any violation of this Article shall be a material breach of this License.

## **ARTICLE 9: PROGRAMMING, EVENTS & PERMITS**

**9.1 (a) (i)** Subject to the Commissioner prior written approval the Licensee, as part of its mission, during approved hours shall provide tours, programs at the Licensed Premises to the general public, which at Licensee’s option may include, but are not limited to the programs described in **Exhibit F**. These services or programs shall not be revenue generating (other than with the approval of the Commissioner or the Commissioner’s designee or as provided in **Section 9.1(b)** below), but, where appropriate, the Licensee may receive donations or charge for such services or programming to offset the costs. Licensee is solely responsible for the coordination of Licensee’s public and/or private events.

(ii) Licensee may permit the use of portions of the Licensed Premises by the local Community Board and portions of the Licensed Premises by governmental authorities and other not-for-profit groups providing programs and activities consistent with the purpose of the environmental center as provided herein. No other use and no sublicensing of any kind shall be permitted without the Commissioner’s prior written approval; and

(iii) Licensee shall provide, at its sole cost and expense, all furniture, equipment, materials and supplies necessary for the administration and operation of this License. With the exception of real property fixtures, such items shall remain the property of the Licensee; and

(iv) Upon prior written notice to the Commissioner and his prior written approval, Licensee may close the Licensed Premises in whole or in part as may be necessary for maintenance, repair, renovation or the discharge of Licensee's responsibilities under this Agreement. Licensee may also close the Licensed Premises in whole or in part in an emergency, for safety reasons, or as required by law, in each case, without prior notice or approval, and in this event, Licensee shall take diligent steps to secure the prompt reopening of the Licensed Premises or portions thereof. Licensee shall notify the Commissioner as soon as practicable of the nature of the emergency and the actions taken by the Licensee to remedy the problem and reopen the Licensed Premises or portions thereof.

(b) Revenue Generating Activities:

(i) Except as permitted in this **Section 9.1**, no admission fee may be charged for any program at the Licensed Premises without the Commissioner's written approval, which approval shall not be unreasonably withheld. A list of approved programs is set forth on **Exhibit F-1** and a list of approved admission fees is set forth on **Exhibit F-2**. Licensee may, upon the Commissioner's written approval, amend a previously approved schedule of programs and fees and may impose other reasonable fees on the public, which programs shall be consistent with the purposes of this Agreement. As subsequent programs are approved by the Commissioner, **Exhibit F-1** and **Exhibit F-2**, as applicable, shall be deemed amended to include each such programs.

(ii) Licensee may provide for the sale of postcards, books, brochures, souvenirs, and honey. Subject to NYC Parks' prior written approval the Licensee may sell additional products related to the use of and functions performed at the Licensed Premises, provided that such operations are consistent with the purposes set forth in this Agreement. Licensee will make diligent and reasonable efforts to ensure that all such goods will be safe and manufactured to acceptable standards of quality.

(iii) The disposition of the Revenue made pursuant to this **Section 9.1(b)**, shall be governed by **Article 14** of this agreement.

(c) All other aspects of programs at the Licensed Premises must comply with NYC Parks' Rules and Regulations, including, but not limited to obtaining other governmental agency permits where applicable. Licensee is responsible for securing all ancillary permits required by outside agency regulations, including but not be limited to NYPD Amplified Sound permits, Department of Buildings' ("DOB") structural or place of assembly permits, Department of Health ("DOHMH") permits and Fire Department ("FDNY") permits, arising out of operations under this License, including, but not limited to (x) any programming of Licensee that is not currently contemplated in Licensee's current list of approved programs or (y) Licensee's installation of additional facilities in addition to the New Building, such as outbuildings or tents for events), with the exception of the currently anticipated occupancy of the New Building (as to which items, NYC Parks shall obtain the required Certificate of Occupancy and Place of Assembly permits).

**(d)** Any sound or music equipment at the Licensed Premises shall be operated according to, Title 56 RCNY §1-05(d), the Administrative Code of City of New York, §24-*et seq.*, and only at times and at a sound level acceptable to the Commissioner. Licensee must make every effort to ensure that all sounds and music from its operation is in such a manner to avoid or minimize disturbance or discomfort to the surrounding community. Amplified sound and music must not exceed the decibel level allowed by the City noise regulations.

**(e)** Licensee shall be responsible for payment of all fees or royalties to the American Society of Composers, Authors and Publishers (ASCAP), Broadcasting Music, Inc. (BMI), or such other entities as may be required for any music or music programming during its programming.

**(f)** NYC Parks reserves the right to use the Licensed Premises for its sponsored or approved programs and activities during times when the Licensed Premises is not scheduled for Licensee's use ("Parks Events") at no charge. With respect to any Parks Events, NYC Parks shall (a) be fully responsible for any damage caused by NYC Parks or persons under the control of NYC Parks (or any of its contractors, subcontractors or invitees) to the Licensed Premises or any personal property of Licensee located at the Licensed Premises, and shall reimburse Licensee for any loss, damage or expense incurred by Licensee in connection with any such damage; and (b) hold harmless and indemnify Licensee and its officers, employees and agents from any claims, actions or judgments, including without limitation any and all claims for loss, attorney's fees, damages, injury, including death, or property damage of whatever kind or nature, resulting or arising out of such Parks Events, except to the extent arising from the negligent or intentional tortious acts or omissions of Licensee.

## **9.2 Events:**

**(a)** Subject to NYC Parks' prior written approval, Licensee is permitted to use portions of the Licensed Premises during times when public events are not scheduled for a maximum of eight (8) private events annually. These events will be limited to traditional functions, such as fundraising, supporter appreciation, and special activities ("Special Events") where the net proceeds shall be used solely to benefit the Licensed Premises (consistent with Article 21) or Licensee's ability to deliver programming, events and activities at the Licensed Premises. Licensee shall provide NYC Parks with no less than sixty (60) days (or such lesser period as may be acceptable) prior written notice of these events. The Licensed Premises shall not be closed to conduct private events during public hours of use except when these events are specifically approved or sponsored by NYC Parks, and Licensee had at least posted two weeks advance notification to the public. Should damage occur to the Licensed Premises resulting from any activities or events of Licensee hereunder, Licensee shall be responsible for restoring the Licensed Premises to its prior condition.

**(b)** All fees, donations and proceeds collected from private events at the Licensed Premises shall be used solely to benefit the operation, maintenance, management, programming, events and activities at the Licensed Premises in accordance with Article 21.

**(c)** Licensee is solely responsible for the coordination of Licensee's public and private events.

**(d)** Licensee shall be responsible for providing or causing there to be provided appropriate security for all its events or productions at the Licensed Premises that Licensee is allowed to stage under this License. Licensee acknowledges that some events may require NYPD approval and agrees that Licensee shall be solely responsible for obtaining such approval.

### **9.3 Permits – Licensee:**

**(a)** Licensee or Licensee's Sublicensee (as defined in **Article 40**), must obtain a NYC Parks' permit for any event, programming, or activity not included on **Exhibits F or G**, that takes place in the Park (but off of the Licensed Premises) where attendance will be over twenty (20) people; and

**(b)** The Licensee shall use reasonable efforts to provide NYC Parks with no less than sixty (60) days (or lesser period as shall be acceptable to NYC Parks) prior written notice of any proposed services or programming activity not included on **Exhibits F or G** where the Licensee derives and retains revenues through fees or other charges.

### **9.4 Permits – NYC PARKS:**

**(a)** In addition to the services and programming described in § 9.3 above, NYC Parks may provide permits for additional program activities on the Licensed Premises, including but not limited to concerts, music festivals, exhibits, art programs, and other events open to the public. Any such additional program activities shall constitute Parks Events, as that term is used herein.

**(b)** The Parties will seek to minimize the time that the Licensed Premises is closed to the public during hours of operation at the Licensed Premises.

**(c)** NYC Parks shall use reasonable efforts to not interfere with the Licensee's programming on the Licensed Premises.

**(d)** NYC Parks shall consult with the Licensee before issuing permits for or scheduling or approving additional program activities or organized events. NYC Parks shall use reasonable efforts to provide the Licensee with no less than sixty (60) (or lesser period as shall be acceptable by the Licensee) prior written notice for any proposed program activities or events.

**(e)** The Mayor's Office of Media and Entertainment (MOME) may issue permits for filming on the Licensed Premises, as well as other commercial photography on the Licensed Premises. The terms of these permits shall be acceptable to NYC Parks in consultation with Licensee.

## **ARTICLE 10: USE OF CITY RESOURCES**

### **10.1 Contractors and Employees:**

**(a)** Subject to applicable laws, rules, regulations and contractual provisions, this Agreement shall not preclude City employees assigned to the Licensed Premises from performing services the Licensee is required to perform.

**(b)** Licensee shall hire all contractors and staff (“**Staff**”) to operate programs and provide maintenance of the Licensed Premises by this Agreement. Licensee shall confirm that all Staff is qualified and shall be solely responsible for any Staff’s acts or failures to act. All Staff hired by Licensee shall be licensed as required by law, and shall possess all necessary qualifications or licenses required by all applicable Federal, State, and City laws, rules or regulations.

## **10.2 Equipment and Property:**

**(a)** The City shall retain title to all property affixed (“**Fixed Equipment**”), in any way, to the Licensed Premises.

**(b)** Licensee is permitted to use the Fixed Equipment at the Licensed Premises and agrees to exercise reasonable care in the use, operation and custody of all Fixed Equipment, including any other property and equipment (“**Property**”) leased by the City and used in the performance of this Agreement. The Licensee shall be responsible for the regular maintenance and repair of Property and Fixed Equipment used on the Licensed Premises and/or for keeping these Property and Fixed Equipment in good operating condition.

**(c)** Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Licensed Premises as required by this License or the Commissioner.

**10.3** Licensee shall provide all equipment necessary to operate its programs. NYC Parks shall not be under any obligation to provide furniture or equipment of any kind.

## **ARTICLE 11: CAPITAL IMPROVEMENTS AND CONSTRUCTION OF NEW BUILDING**

**11.1** The City has final authority over all capital projects and programs undertaken at the Licensed Premises, and the Licensee has final authority over deciding the capital projects and programs for which it will raise money from private donors and/or expend its own funds. Consistent with the notion of a public-private partnership and in an effort to efficiently allocate applicable resources, the Licensee and NYC Parks shall annually coordinate the preparation of operating, expense, fundraising, and capital budgets, including any amendments for the Licensed Premises. Additionally, the Licensee and NYC Parks shall review and consult with each other concerning operating assumptions, major fund raising projects, budget allocations, maintenance, operation, program priorities, requests for proposals or expressions of interest, and the like.

**11.2** Upon installation, title to any additional fixed equipment and all construction, renovation, improvements, and fixtures (“**Improvements**”) made to the Licensed Premises, shall vest in and belong to the City at the City’s option. To the extent the City chooses not to exercise its option concerning these Improvements, it shall be the Licensee’s responsibility at the termination or expiration of this License to remove the Improvements as Licensee introduced to the Licensed Premises and restore the Licensed Premises to the Commissioner’s satisfaction at the Licensee’s sole cost and expense.

**11.3** In addition, subject to all legal requirements, including, but not limited to, compliance with all applicable prevailing wage requirements, and subject to NYC Parks’ prior written approval, the

Licensee may enter into contracts for approved NYC Parks' capital projects and may supplement NYC Parks and other public capital funds with funds for the development of these projects.

**(a)** Licensee hereby acknowledges that NYC Parks has replaced the former center building with a newly constructed building (the "**New Building**"). NYC Parks has provided Licensee with a copy of its current design for the New Building. NYC Parks shall be responsible for ensuring that at the time that the New Building is made available to Licensee for its use that (i) all systems contained in the New Building, including, but not limited to, electrical, plumbing, heating, ventilation, and air conditioning, shall be in good working order, operational, and sufficient for the intended purposes of the New Building, (ii) the New Building shall be air and water tight, and (iii) the New Building has all required permits, including Certificate of Occupancy, as required.

**(b)** Upon final completion of the New Building together with the new paved Parking Lot, NYC Parks will notify Licensee and Licensee shall relocate to the New Building. Licensee shall not be responsible for the maintenance and upkeep of the Licensed Premises from the time it vacates the existing Building until delivery of the New Building in accordance with **Section 11.3(a)** above. Upon delivery of the New Building and the new paved Parking Lot to Licensee in accordance herewith, obligations and rights with respect to the New Building and the new parking lot shall commence, but in no event shall Licensee have any obligations with respect to the New Building that arises out of a failure of the New Building to meet the requirements of **clauses (i) to (iii) of Section 11.3(a)** above and NYC Parks, not Licensee, shall be required to proceed with diligence to cure any failure of the New Building to comply with **clauses (i) to (iii) of Section 11.3(a)** above.

## **ARTICLE 12:ALTERATIONS BY LICENSEE**

**12.1** Licensee may only alter Licensed Premises under the requirements of this **Article 12**. Alterations shall become the City's property, at its option, upon attachment, installation or affixing. Alterations shall have the following meaning:

**(a)** Any restoration, rehabilitation, modification, renovation, or improvement to the Licensed Premises, but not to include any routine maintenance, ordinary repair or horticultural services of any kind and nature provided by Licensee, including those provided by Licensee prior to the execution of this License;

**(b)** Any work or construction which would or might affect in any manner, or have any impact whatsoever upon the character, appearance, or design of any portion of the Licensed Premises or its adjacent areas;

**(c)** Any work, excluding ordinary maintenance and repair, affecting the plumbing, heating, electrical, mechanical, ventilating, or other systems of the Licensed Premises;

**(d)** Affixing or installing any equipment to any area of the Licensed Premises; and,

**(e)** Any major landscaping, planting, or removal of trees, flowers, or shrubbery.

**12.2** To alter the Licensed Premises, Licensee must:

**(a)** Obtain the Commissioner's prior written approval for all designs, plans, specifications, cost estimates, agreements, and contractual understandings relating to contemplated purchases and/or work;

**(b)** Ensure that work performed and alterations made on the Licensed Premises are undertaken and completed according to submissions (not including cost estimates) approved under Subparagraph (12.2)(a) above, in a good and workmanlike manner, and within a reasonable time; and,

**(c)** Notify the Commissioner of the completion and the date of final payment for Alteration(s) within ten (10) days after the completion or final payment.

**(d)** To guarantee prompt payment of moneys due to a contractor or to contractor's subcontractors and to all persons furnishing labor and materials to the contractor or subcontractor in the prosecution of any alteration with an estimated cost exceeding two hundred fifty thousand dollars (\$250,000), Licensee will be required to post a payment bond or other form of undertaking approved by NYC Parks for one hundred percent (100%) of the cost of such alterations. To the extent that an alteration is funded in whole or in part through a separate contract with the State or City, Licensee will comply with the terms of this contract regarding payment bonds for the work to be performed, including any requirements to obtain a payment bond under State Finance Law § 137 or § 5 of the Lien Law, as applicable.

**(e)** Licensee shall comply with existing City and NYC Parks procedures, as may be amended from time to time during the Term and Renewal Term(s), for review of landscape redesign, renovation and rehabilitation projects in the Licensed Premises.

**(f)** All alterations to the Licensed Premises undertaken by the Licensee, its agents, employees, or contractors shall be at the Licensee's sole cost and expense (other than any agreed contribution from the City, and contributions from other public or private sector partners or donors) and this work shall not commence until the Licensee obtains the Commissioner's prior written approval, or Commissioner's designee, and any City or other governmental authorizations and approvals that may be required.

## **ARTICLE 13: ALTERATIONS BY NYC PARKS**

**13.1** NYC Parks may, in its sole but reasonable judgment, in consultation with Licensee, and upon reasonable notice to Licensee, make additions, alterations, repairs, decorations or improvements to the Licensed Premises at the City's expense. NYC Parks shall not be obligated or required to make any additions, alterations, repairs, decorations or improvements, nor shall this provision in any way affect or impair Licensee's obligations in any respect. NYC Parks will use reasonable efforts to schedule any such alterations, additions, decorations, repairs, or improvements at such times as will cause the least interference with Licensee's operations.

**13.2** NYC Parks reserves the right to perform construction or maintenance work at the Licensed Premises deemed reasonably necessary by the Commissioner in the Commissioner's sole discretion, at any time during the Term or Renewal Term by providing public and construction access through the Licensed Premises. NYC Parks shall use its best efforts to give Licensee at least fourteen (14)

days prior written notice of this such work and not interfere substantially with Licensee's operations or use of the Licensed Premises. NYC Parks may temporarily close a part or all of the Licensed Premises for a NYC Parks' purpose as determined by the Commissioner.

## **ARTICLE 14: REVENUE GENERATING ACTIVITIES/ PAYMENT TO THE CITY**

**14.1** Licensee's right to receive any revenues derived from within the Licensed Premises shall be subject to any and all City authorization, approvals, permits, and compliance with other processes, which may be necessary, including without limitation, any necessary FCRC approval. The Commissioner and NYC Parks agree to reasonably assist Licensee to obtain, maintain and renew any additional approvals, permits, authorizations, and compliance with other processes relating to the services described in this Agreement.

**14.2** Licensee must account for any funds from any services and programming required under **Article 21** (Revenue & Accounts) of this Agreement.

**14.3** In lieu of a license fee, APEC shall provide, or cause to be provided, the Maintenance, Operation, Repairs, as contemplated in **Article 6**, above (the "**M&O**"), and Programming as contemplated in **Article 9**, above (Programming).

**14.4** Parks has approved the budget for the M&O (the "**M&O Budget**") as set forth in the Operation and Maintenance Plan. Any proposed material changes to the approved M&O Budget ("**Proposed Budget**") shall be promptly submitted by APEC to Parks, which shall have thirty (30) days to reject, amend or comment upon the Proposed Budget. After the expiration of the thirty (30)-day period or resolution of any objections or amendments made by Parks, the Proposed Budget shall become the M&O Budget for the subsequent operational year. In the event of a dispute, the Parties shall operate under the previous M&O Budget increased by five percent (5%) or Base Amount (whichever is higher) until such a time as an Agreement can be reached on the Proposed Budget.

**14.5** APEC shall apply any net revenue generated by activities allowed under **Article 9.1(b)**, above (i.e., income in excess of the expense of providing such revenue generating activity) directly received from any approved revenue generating activities at Alley Pond Park (hereinafter "**Net Revenues**") as follows:

**(a)** APEC shall provide the M&O at the Licensed Premises as described in **Section 6** herein, regardless of the availability of funding from Net Revenues.

**(b)** APEC shall provide the programming and events pursuant to **Section 9** herein.

**14.6** On or before the thirtieth (30th) day following each month of each Operating Year, APEC shall submit to Parks, in the form annexed hereto as **Exhibit K** or other form satisfactory to Parks, a statement of "**Gross Receipts**" as defined herein below, signed and verified by an officer of APEC (to the best of their knowledge), reporting any Gross Receipts generated under this License Agreement during the preceding month.

**14.7** "**Gross Receipts**" shall mean:

**(a)** All funds or receipts of any kind received by Licensee from or in connection with its operations at the Licensed Premises, without deduction or set off of any kind, from the sale or provision of services, merchandise, food and beverages at the Licensed Premises, from the licensing of the Licensed Premises for private functions, and from any related services of any kind, provided that Gross Receipts shall exclude the amount of any Federal, State or City sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by Licensee. Gross Receipts shall include any orders placed or made at the Licensed Premises, although delivery of merchandise or services may be made outside, or away from the Licensed Premises, and shall include all receipts of Licensee or orders taken at the Licensed Premises by Licensee for services to be rendered by Licensee in the future either at or outside of the Licensed Premises. For example, if Licensee receives a \$1,000 deposit for services to be provided at a later date, the deposit must be reported at the time of payment, regardless of when the service is provided. All sales made or services rendered from the Licensed Premises shall be construed as made and completed therein even though payment therefor may be made at some other place, and although delivery of merchandise sold or services rendered upon the Licensed Premises may be made other than at the Licensed Premises.

**(b)** All funds or receipts from all sponsorships, whether in cash or as discounts against purchase price of materials, equipment or commodities.

**(c)** All sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement, as provided herein. Further, Gross Receipts shall include Licensee's income from rental and sublicense or subcontracting fees and commissions Licensee receives in connection with all services provided by Licensee's subcontractors or sublicensees.

**(d)** All sales made for cash or credit (credit sales shall be included in Gross Receipts as of the date of the sale) regardless of whether the sales are paid or uncollected, it being the distinct intention and agreement of the parties that all sums due to be received by Licensee from all sources from the operation of this License shall be included in Gross Receipts, *provided however*, that any gratuities transmitted by Licensee directly or indirectly to employees and staff shall not be included within Gross Receipts, and, *provided further*, the actual uncollectible amount of any (i) check or bank draft received by Licensee as payment for goods or services and returned to Licensee from a customer's bank as being uncollectible, (commonly "non-sufficient funds" checks) (ii) charge or credit account (commonly "bad debts") incurred by Licensee for the sale of merchandise or services and (iii) sale of merchandise or services for which Licensee accepted a credit card shall not be included within Gross Receipts, provided that Licensee (a) inform Parks of the actual uncollectible amount(s) not included in Gross Receipts and (b) there has been a judgment against the debtor.

## ARTICLE 15: SECURITY

**15.1** Pursuant to a security plan approved in writing by NYC Parks (it being acknowledged that the security plan attached hereto as **Exhibit J** is approved NYC Parks) the Licensee, at its sole cost and expense, shall be responsible for all security at the Licensed Premises year round during the Term and any Renewal Term(s). Licensee shall hire, employ or otherwise retain all such personnel as is necessary to implement such security plan. Licensee at its own expense shall provide for a 24-hour monitored alarm system and a centrally-monitored fire detection system. Licensee may change locks, provided that all keys and/or codes for such locks and systems are supplied to NYC Parks.

**15.2** Licensee will be required to provide security for any events hosted by Licensee to secure the Licensed Premises including any structures and equipment at the Licensed Premises.

## **ARTICLE 16: UTILITIES**

**16.1** Parks makes no representations regarding the adequacy of utilities currently in place at the Licensed Premises.

**16.2** Licensee will be required to pay for any and all utility costs connected with its operations at the Licensed Premises during the Term. These utility costs include, but are not limited to, paying all water and sewer charges that DEP assesses for water usage (if Licensee is not otherwise exempt). Licensee shall adhere to all DEP directives and restrictions regarding drought and water conservation issues during the Term. Licensee is strictly prohibited from unauthorized use of utilities used, operated, or owned by the City. Licensee shall establish a dedicated meter and/or submeter that captures electricity usage at the Licensed Premises, to the extent such meter and submeter are not already installed, and, if applicable, an account with the appropriate service providers. Subsequent to the delivery date of the New Building, if Licensee's operations require new, additional, or upgraded utility services (other than as a result of a violation of **Section 11.3(a)**, including a defect in the work, or due to a need for repair or restoration of the utility facilities), Licensee will be required to connect to and/or upgrade any existing utility service or create a new utility system and obtain the appropriate permits and approvals.

**16.3** Licensee shall adhere to all New York City Department of Environmental Protection directives and restrictions regarding drought and water conservation issues during the Term.

**16.4** Licensee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals from Parks and such other federal, state, or City agencies or entities as have jurisdiction over the operation of the Licensed Premises. All utilities serving any sublicensees shall be paid by the sublicensee, either through submetering or estimated usage.

**16.5** Notwithstanding the provisions above, Parks shall be responsible for contributing to the costs of Licensee's electricity usage as follows:

**(a)** [Intentionally Deleted]

**(b)** Parks shall monitor Licensee's usage during the first year of the Term. The amount of usage measured in kWh during the first year of the Term (the "First Year Usage") shall be noted and Parks shall notify Licensee of the First Year usage together with underlying documentation. During the Term through the end of the first year, Parks shall pay the entire amount of electricity usage.

**(c)** During years 2-10 of the Term (including the Renewal Term), Parks shall pay each year for Licensee's equivalent amount of usage, measured in kWh, as the First Year Usage. Parks will provide Licensee with an invoice including underlying documentation for the costs of usage, if any, above and beyond the First Year Usage, which costs Licensee will reimburse (subject to **Section 16.6** below).

(d) When the air conditioning system is employed, Licensee shall set the ambient temperature in the premises no cooler than 72 degrees Fahrenheit.

(e) Parks reserves the right to conduct an energy audit at its discretion and impose additional energy policies in pursuit of energy consumption awareness and energy efficiency.

**16.6** In the event that Licensee or NYC (including any agencies thereof or municipal entities) at the behest of Licensee installs a solar electric system at the Licensed Premises or intended to provide electricity to the Licensed Premises, then when making the calculation of the amount to be reimbursed by Licensee under **Section 16.5(c)** above in any year in which electricity is being provided to Licensee by such solar electric system, the amount which would otherwise be reimbursed by Licensee under **Section 16.5(c)** above shall be reduced by a fraction, the numerator of which is the kWh provided by such solar electric system in such year and the denominator of which is the Licensed Premises' kWh usage, including the kWh provided to the Licensed Premises by such solar electric system, in such year. For example, if in any given year a solar electric system provides electricity to the Licensed Premises in the amount of 60% of the Licensee's electricity usage that year, then the reimbursement by Licensee, if any, under **Section 16.5(c)** for such year shall be reduced by 60%, provided that in all cases Parks contribution (after taking into account Licensee's reimbursement and not including the electricity supplied by such solar electric system) shall be limited to no more than the First Year Usage amount, measured in kWh. Responsibility for provision of utilities to any future facilities installed at the Licensed Premises subsequent to the delivery date of the New Building shall be determined by Parks and Licensee in good faith in advance of such installation.

**16.7** Licensee, at its sole cost and expense, shall pay the monthly service charges for any telephone and internet connections, computers and email accounts used by its employees at the New Building.

## **ARTICLE 17: SIGNAGE**

**17.1** The placement and design of all signage are subject to NYC Parks' prior written approval.

**17.2** Licensee shall display signs needed to guide and inform the public as to the location, hours of operation, and related fees of the Licensed Premises. Signs shall be maintained in good condition and repair, and shall also include the NYC Parks' logo following the design guidelines set by NYC Parks, unless NYC Parks otherwise approves in writing, and may indicate that the Licensee in cooperation with NYC Parks maintains the Licensed Premises through a License Agreement.

**17.3** Licensee at its sole cost and expense shall post throughout the Licensed Premises signs to direct patrons to its services and facilities. The signs shall include the necessary wording and arrows to appropriately direct patrons. Licensee shall obtain necessary approvals or permits from any governmental agency having jurisdiction over any nearby highways, streets, or other specified location contemplated for the placement of any signs off-site of the Licensed Premises.

**17.4** For those signs posted by Licensee, Licensee shall maintain all graphics in a first class condition, and promptly clean all vandalized or damaged signs or replace such vandalized or damaged signs with new signs that match other installed signs. An overall signage plan for the Licensed Premises is subject to the Commissioner or Commissioner's designee's written approval. Signage at the

entrances will acknowledge NYC Parks, and elsewhere where mutually agreed by the Licensee and the Commissioner.

**17.5** Licensee may, at its sole cost and expense, post throughout the Licensed Premises bulletin boards, which may display news, information regarding Licensee (including upcoming events, donor information and recognition, sponsorship opportunities and recognition) and the Licensed Premises (such as the Licensed Premises' history).

## **ARTICLE 18:SPONSORSHIP AGREEMENTS, PUBLICATIONS, ADVERTISING AND PUBLICITY**

**18.1** Licensee must obtain NYC Parks' prior written approval before entering into any marketing or sponsorship agreement where the amount of such sponsorship agreement is in excess of \$10,000 (as such amount shall increase yearly following the Consumer Price Index) although marketing and sponsorship agreements of any amount will remain subject to **Article 19**. Licensee must account for any funds from marketing or sponsorship agreements under **Article 21 (Revenue & Accounts)** of this Agreement, including such agreements as may be made in connection with Licensee's annual gala and other fundraising events Licensee sponsors at the Licensed Premises, but not elsewhere. If Licensee breaches this provision, the City shall take any action that the City may deem necessary to protect the City's interests. Preapproval shall not be required with regard to agreements with and funds from government entities or economic development organizations that constitute, or are established or sponsored by, government entities, including, without limitation, the Queens Tourism Council and the Queens Economic Development Corporation.

**18.2** Smoking of any tobacco products, non-tobacco smoking products, and the use of electronic cigarettes are strictly prohibited at the Licensed Premises. The display, placement or promotion of any tobacco products, electronic cigarettes, or non-tobacco smoking products shall not be permitted at the Licensed Premises. Licensee shall not accept sponsorships of any kind for the Licensed Premises on behalf of any tobacco products, non-tobacco smoking products, or electronic cigarettes. Licensee shall follow and enforce these policies.

**18.3** Licensee shall have the right to print or to arrange for the printing of programs or brochures containing promotional matter for the programs, events and activities authorized pursuant to **Section 9**, above, including written sponsorship acknowledgments, except promotional matter and sponsorship acknowledgments which in the Commissioner's sole discretion are false or misleading, which promote unlawful or illegal goods, services or activities, or which are otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, or adversely affects the reputation of the Licensed Premises, NYC Parks, or the City. The Commissioner shall have prior approval as to design and distribution of all non-ordinary course promotional materials and sponsorship acknowledgments to confirm the foregoing conditions are satisfied.

**18.4 (a)** To assure public awareness of the Licensed Premises and its programs, Licensee shall make good faith efforts to provide notice to the public about the opportunity to participate in the programs offered at the Licensed Premises. Good faith efforts shall include, but not be limited to: advertising in local newspapers, and other community publications, posting posters, notifying neighborhood residents, public and private schools and community civic groups. Licensee shall obtain

the Commissioner's prior written approval, for any advertisement or promotional material concerning the Licensed Premises. An approved sample press release, including the forms of press release, attached hereto as **Exhibit G**, may be used by Licensee without additional approval by the Commissioner being required, so long as other press releases provide the same type of information contained therein.

**(b)** If in the Commissioner's discretion any release, advertisement, or statement made to the public relating to programs and services offered at the Licensed Premises are incorrect or unacceptable for any reason, Licensee agrees to alter or cease such release, advertisement, or statement as directed by the Commissioner.

## **ARTICLE 19: NAMING RIGHTS & DONOR RECOGNITION**

**19.1** Licensee may propose naming rights agreements or similar donor recognition agreements, for NYC Parks' approval. All naming rights and similar forms of recognition (which for purposes of this **Section 19.1** shall not be deemed to include recognition on Licensee's website(s), newsletters, brochures, publications, other printed materials used for fundraising events and temporary signage (such as the recognition of current donors on the bulletin board within the Building)) are subject to NYC Parks' prior written approvals (in consultation with the City's Office of Budget and Management ("OMB"), including approval over the size, quantity, and location of naming rights or other similar forms of recognition and subject to applicable laws, rules, regulations. The usage of NYC Parks' Trademarks shall conform to guidelines NYC Parks may provide to Licensee regarding usage and appearance provided the same is not inconsistent with the general rights granted to Licensee with respect to use of the Alley Pond Environmental Center name and Trademark, and shall be subject to NYC Parks' prior written approval as set forth in Section 20.1(a). NYC Parks acknowledges that its approval has already been obtained for the wooden plaque which will be placed in the Building to recognize Hy and Joan Rosner as co-founders of Licensee and for the uses described in Section 20.1(a) and (b). All net revenues from donor recognition and naming rights shall be restricted for the maintenance and operation of the Licensed Premises and other services and programs, events or activities performed on the Licensed Premises or elsewhere in the Park, or the performance of Licensee's other obligations hereunder, consistent with the City's use of Tax-exempt financing, as determined by NYC Parks (in consultation with OMB), and accounted for separately and apart from all other funds as required by **Article 21** (Revenue & Accounts) of this Agreement.

## **ARTICLE 20: USE OF NAME & LOGO**

**20.1 (a)** Except as described in subparagraph (b) below, all intellectual property rights in the Licensed Premises' name, signage, structures, historical location, monuments, or other items or material that depict, are sited in, or refer to the Licensed Premises and any other (x) names, trademarks, service marks, trade names, service names, logos, domain names, identifiers (the items described in this clause (x), collectively, "**Trademarks**"), (y) images, copyrights, patents, and (z) other intellectual property **(i)** developed or designed by the City or its employees, contractors, or others on the City's behalf, or **(ii)** that identify NYC Parks, including NYC Parks' signage and distinctive NYC Parks leaf logo, together with the goodwill that is symbolized by such names, trademarks, service marks, designations, and identifications; or **(iii)** in the case of Trademarks, used by the City in commerce unless Licensee is a prior user of any Trademarks in commerce ("City IP") are the property of the City; it being acknowledged and agreed that while for the avoidance of doubt, "Alley Pond" and "Alley Pond

Park" are City IP (and Licensee disclaims all interest therein other than the rights granted to Licensee hereunder), City IP shall not include the name "APEC," and the same shall remain Licensee Specific IP. Except for those uses approved as set forth below, Licensee must obtain NYC Parks consent prior to using any City IP. In the event that NYC Parks grants permission for the Licensee to use the City IP for non-commercial purposes, then NYC Parks grants and will grant a revocable, non-exclusive, royalty-free, worldwide, non-transferrable and non-sublicensable license to Licensee to make non-commercial use of, display and maintain City IP in connection with performing its non-profit activities related to the maintenance and operation of the Licensed Premises pursuant to this Agreement ("Licensee Activities") and for similar activities occurring outside of the Licensed Premises as well as other uses thereof permitted in this Section 20.1; it being agreed that current uses of City IP, including in connection with merchandising in support of any such activities and uses, is non-commercial. Any such use will be subject to the terms of this Agreement applicable thereto and any other terms agreed to by the Parties. Upon NYC Parks' request, Licensee shall provide NYC Parks with an accounting of revenue derived from commercial use of City IP, and its use. To the extent that NYC Parks' prior permission and approval had already been obtained to use City IP, it will be continued as previously agreed upon. **Exhibit M** sets forth a list of the forms of Licensee's uses of City IP, which uses are (despite anything to the contrary above) hereby approved, and the license referenced above for such uses is hereby deemed granted, including with respect to the uses described below in Section 20.1(b) if the public form of use thereof are set forth in Exhibit M (including de minimis alterations thereof, such as changing the size or placement of the City IP on the relevant material or updating a date or location indicated on the relevant material) or NYC Parks has otherwise consented to the form of such use. If Licensee submits a request for an approval to use City IP other than as has already been approved (whether in this Agreement or previously by NYC Parks pursuant to this Agreement), NYC Parks shall use commercially reasonable efforts to respond to that request with five (5) business days, though NYC Parks failure to respond in that time frame shall not be deemed approval of the proposed use.

**(b)** The parties acknowledge that Licensee has operated under the name and Trademark "Alley Pond Environmental Center" for the last 50 years. Therefore, Licensee may engage in or continue to engage in, as the case may be, the following activities, and use the "Alley Pond Environmental Center" name and Trademark and the "Alley Pond Park" name and Trademark in connection therewith, to be undertaken in accordance with the terms of this Agreement:

1. Educating children and adults at the Licensed Premises and other locations in the New York City metropolitan area (both at the Licensed Premises and otherwise) about nature and environmental issues, including conservation, sustainability, recycling, preservation of natural areas (including maintaining the beauty and ecosystems of parks), environmental solutions, environmental literacy, food and farming, local food security, energy efficiency, and climate action. This includes, without limitation, conducting nature-themed environmental education programs both at the Licensed Premises and in off-site locations like schools, parks, street fairs, nursing homes, hospitals, and community centers, as well as at environmental education conferences. For sake of clarity, the programming, activities, and events described in Article 9 constitute permitted activities under this paragraph.
2. Fundraising for Licensee and the Licensed Premises.
3. Advertising, marketing, and promoting the above, including as permitted by Section 18.3 and as required by Section 18.4(a).

4. Any other uses, as NYC Parks may approve in its sole discretion.

For clarity, following expiration or termination of this Agreement (without its replacement with another agreement allowing Licensee to continue to operate the environmental center on the Licensed Premises (which replacement, unless it provides otherwise, shall be deemed to continue to permit such use during its term and for such additional time period described in this paragraph)), Licensee may continue using the corporate name “Alley Pond Environmental Center, Inc.” (and any related Trademarks) in connection with its non-profit activities on a transition basis for six months or such longer period as NYC Parks may agree to at its sole option. In connection with such post-termination use, upon the City’s or NYC Parks’ reasonable request, Licensee shall include a statement that it “is not affiliated with NYC Parks Department” or another statement agreed to by the parties when it is using the “Alley Pond Environmental Center, Inc.” name. Additionally, for a period of two years after expiration or termination of this Agreement, it shall not be a violation of the restrictions in this Agreement for (i) Licensee, after changing its name, to refer to itself as “formerly known as Alley Pond Environmental Center, Inc.” or similar verbiage, (ii) after termination of Licensee’s right to operate the Alley Pond Environmental Center to refer to its past operation of the “Alley Pond Environmental Center,” and (iii) during the term of this License (and any replacement license with Licensee) and thereafter during the transition period referenced above, to use the name “Alley Pond Environmental Center, Inc.” for administrative and organizational purposes.

**(c)** Any and all trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property rights that Licensee has or acquires that meet the following requirements (“**Licensee Specific IP**”) are the property of Licensee; such intellectual property was created by or on Licensee’s behalf, its employees, contractors, or others, other than at the City or NYC Parks’ specific direction, excluding any City IP (as defined in subparagraph (a) above) that may be incorporated therein. During the term of this Agreement, the Licensee Specific IP shall be used exclusively in connection with Licensee’s non-profit activities. Any revenue that Licensee derives from the use, licensing, or other exploitation of Licensee Specific IP in connection with the Licensee Activities shall be used during the term of this Agreement exclusively in connection with Licensee Activities and the other permitted uses of funds described in Article 21, but this restriction shall terminate on the expiration or termination of this Agreement. Licensee in this Agreement grants a non-exclusive, royalty-free, worldwide, non-transferrable and non-sublicenseable license to the City and NYC Parks to make use of and display Licensee Specific IP as necessary for their activities in connection with this Agreement. Neither the City nor NYC Parks shall make any commercial use of Licensee Specific IP (e.g., merchandise sales, licensing or other use intended to or which does generate revenue) without the Licensee’s prior written approval.

**(d)** All goodwill associated with the City IP or the Licensee Specific IP shall be the exclusive property of its respective owner and neither party shall take any actions inconsistent with such rights. Each party recognizes and acknowledges that the City IP and Licensee IP are the exclusive property of the other and they communicate in the public, worldwide, a reputation for high standards of quality and services, which reputation and goodwill have been and continue to be unique to the owner. Each party further recognizes and acknowledges that all trademarks, service marks, trade names and service names included in the City IP and Licensee Specific IP have acquired secondary meaning in the mind of the public. Neither the City IP, nor the Licensee Specific IP shall be used in connection with any illegal, illicit or immoral purpose or activity, or in any manner, which could be inconsistent with, or damaging to the owner’s name and reputation. Either party shall have the right to terminate

this Agreement, upon written notice if any part of the City IP or Licensee Specific IP is used by the other party in connection with any illegal, illicit or immoral purpose or activity. If any of the City IP or Licensee Specific IP is used by the other party (which in the case of NYC Parks shall include the City) in any way which, in the reasonable judgment of the owner, is inconsistent with or damaging to the owner's name or reputation, the owner shall notify the other party in writing and, before exercising the right of termination provided for in this subparagraph (d), shall provide three (3) business days following receipt of such notice to the other party to immediately cease and halt all such uses. In furtherance of the foregoing, Licensee shall provide NYC Parks, upon NYC Parks' request, samples of Licensee's use of City IP and Licensee Specific IP, and NYC Parks shall provide Licensee, upon Licensee's request, samples of NYC Parks' use of Licensee Specific IP.

(e) During the Term, each party may make only the uses of the other Party's Trademarks and other intellectual property as described in this Article 20. Each party acknowledges and agrees that all use of and goodwill in the City IP or Licensee Specific IP shall inure to the benefit of its owner. Neither the City, nor Licensee shall acquire any rights in the Licensee Specific IP or City IP, respectively, by virtue of any use it makes of it or any portion of it.

(f) The Parties will not use the name of the other party, its subsidiaries or affiliates in any sales or marketing publication or advertisement without prior full disclosure of such use and the written consent of the other party, such consent not to be unreasonably withheld or delayed.

(g) All provisions of this **Article 20** will survive any termination of this Agreement except as otherwise set forth in this Article.

## **ARTICLE 21: REVENUES & ACCOUNTS**

**21.1** Licensee shall open and/or continue to maintain one or more accounts or sub-accounts, accounted for separately and apart from all other funds, in one or more banks located within the City of New York, insured by the Federal Deposit Insurance Corporation (collectively, the "**Special Account**"). There shall be deposited in the Special Account all revenues ("**Operating Revenues**") collected in connection with or resulting from the rights and privileges granted to Licensee under this agreement, including: (a) any funds collected for services and programming under **Section 9.2** or **Section 14**; (b) any funds collected under a marketing agreement described in **Section 18.1**; (c) any funds collected for donor recognition or naming rights under **Article 19** (other than the portion of such funds, if any, approved to be used for capital projects in accordance with **Article 19**); and, (d) any funds collected for City IP under **Article 20**. Licensee may withdraw Operating Revenues from the Special Account to expend for (i) non-capital ordinary and necessary expenses directly attributable to Licensee's operation of the Licensed Premises, including working capital and expenses for programming, events and activities on the Licensed Premises or elsewhere in the Park and operating, managing, maintaining and repairing the Licensed Premises and as described in **Articles 3, 6 and 9**, and (ii) with respect to any Operating Revenues earned outside of the Licensed Premises, all other expenses related to Licensee's non-profit activities. No withdrawals shall be made from the Special Account other than as provided in this Agreement. The administration of the Special Account is subject to the inspection and audit record keeping provisions set out in **Article 24**. Operating Revenues do not include funds collected or received by Licensee (such as grants, donations, bequests and contributions) other than in the course of Licensee's use or operation of the Licensed Premises. Applicable law governs Licensee's use of such other revenues.

## **ARTICLE 22: REPORTING**

**22.1 Financial Statement:** Licensee shall furnish to the Commissioner a detailed financial statement audited in conformance with generally accepted accounting principles (“GAAP”) for each fiscal year during the Term and Renewal Term(s) and any renewal thereof including but not limited to the Licensee’s 990 fillings. Such statements shall include the salaries of all paid staff. Such statements shall, if they involve amounts over ten thousand dollars (\$10,000.00), be prepared, reviewed or audited by an independent Certified Public Accountant retained at the cost and expense of the Licensee. Such annual statement shall be submitted to the Commissioner no later than one hundred twenty (120) days after the close of each year of the Term and Renewal Term(s) of this Agreement.

**22.2 Monthly Operations Report:** The Licensee shall furnish to NYC Parks a monthly report to be submitted within thirty (30) days of the previous month’s end. The report shall include, but not be limited to, Licensee’s operations, activities (major repairs), capital projects and alterations, upcoming public programs and events, future/ongoing initiatives, personnel, major incidents/unusual activity, inquiries or publications from press and media, and other relevant information that Licensee and NYC Parks mutually agree should be reported to NYC Parks in the Monthly Operations Report. The parties acknowledge that a monthly report in the format set forth in **Exhibit L** satisfies the requirements of this **Section 22.2**.

**22.3 Reserved.**

**22.4 Annual Operating Budget and Operating Plan:** Within thirty (30) days after Licensee has internally approved an operating budget for a fiscal year during the Term or Renewal Term of this Agreement, Licensee will submit to the Commissioner for review and written approval its park operations budget, which shall include all costs associated with the Licensed Premises’ maintenance and operations. The Licensee shall describe in reasonable detail the proposed allocated amounts for general maintenance, public art, public programs, concessions and communications, including salaries and benefits of any employee primarily engaged in those activities. Licensee’s fiscal budget for the period July 1, 2025 to June 30, 2026 is attached hereto as **Exhibit I**.

**22.5 Annual Meeting with NYC Parks:** Licensee and NYC Parks shall conduct an annual budget and operations meetings before the start of Licensee’s fiscal year to review the **“Annual Operating Budget and Operating Plan”**.

**22.6 Board Meetings:** Licensee will provide notice to the Commissioner of all meetings, hearings and proceedings of Licensee’s Board of Directors, and will make available for consultation any of its officers and employees whose work relates to the performance of this Agreement.

## **ARTICLE 23: RETENTION OF RECORDS**

**23.1** Licensee agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the termination of this Agreement. City, State and Federal auditors shall have full access to and the right to examine any of these materials during this period, at Licensee’s principal place of business, upon reasonable prior notice during business hours.

## **ARTICLE 24: INSPECTIONS AND AUDITS**

**24.1** Licensee will make available, upon reasonable prior notice during business hours, at its principal place of business, for audit, inspection or removal of copies by NYC Parks, the Comptroller, and a NYC Parks-authorized independent auditor, Licensee's books and records relating to the performance of this Agreement, including, but not limited to, the following:

- (a)** Revenue and expenditures, annual budget, bi-weekly payroll recap, fringe benefits, books, accounts, canceled checks, and all other fiscal records;
- (b)** Staff and salary roster, including salary changes and adjustments;
- (c)** Internal and external audits completed within the last three (3) years;
- (d)** Minutes of meetings of the Board of Directors;
- (e)** Programs, research, and other reports and publications in connection with Licensee's responsibilities at the Licensed Premises pursuant to this Agreement; and,
- (f)** Registration and attendance records of Licensee's sponsored programs and any other matters relating to the performance of and compliance with this Agreement, or with any laws or regulations governing the conduct of Licensee under this Agreement; *provided, however,* that Licensee shall not be obligated to make available for examination or copying the identities of Licensee's donors.

**24.2** Licensee will establish and maintain accurate records and accounts, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this License and any revenue generated pursuant to this Agreement. Such records and accounts shall conform to GAAP.

**24.3** Licensee shall use accounting and internal control methods and procedures and keep additional books and records as may be reasonably prescribed by NYC Parks or the Comptroller. NYC Parks or the Comptroller shall have the right to examine Licensee's record keeping procedures before the commencement of the Term, and at any other subsequent time to assure that the procedures are adequate to reveal the true, correct and entire business conducted by Licensee.

**24.4** Licensee's failure or refusal to (i) furnish any of the statements required to be furnished under this Paragraph within thirty (30) days after its due date, (ii) maintain adequate internal controls or to keep any of the records required by this Paragraph after receiving NYC Parks or the Comptroller's prior written notice, or the existence of any unexplained discrepancy, as disclosed by audit conducted by NYC Parks or the Comptroller, the results of which are provided by written notice to Licensee in each instance, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default under this Agreement, which shall entitle NYC Parks, at its option, to terminate this License.

**24.5** Reserved.

**24.6** The Parties acknowledge and agree that the Comptroller's powers, duties and obligations under the Charter provisions shall not be diminished, compromised or abridged in any way.

## **ARTICLE 25: INVESTIGATIONS**

**25.1 (a)** The Parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit, or inquiry.

**(b) (i)** If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or

**(ii)** If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then

**(A)** The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of any person to testify.

**(B)** If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to **Section 25 (d)** below without the City incurring any penalty or damages for delay or otherwise.

**(c)** The penalties which may attach after a final determination by the Commissioner or agency head may include but shall not exceed:

**(i)** The disqualification for a period not to exceed five years from the date of an adverse determination of any person or entity of which such person was a member at the time

the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(d) The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in **Section 25(d) (i) and (ii)** below. He or she may also consider, if relevant and appropriate, the criteria established in **Sections 25(d) (iii) and (iv)** below in addition to any other information which may be relevant and appropriate.

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (c) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in (b)(ii)(A) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

(e) (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(f) In addition to and notwithstanding any other provision of this License the Commissioner or agency head may in his or her sole discretion terminate this License Agreement upon not less than three days written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money goods requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance or this License Agreement.

## **ARTICLE 26:NOTICE**

**26.1** In addition to the Monthly Operations Report, Licensee shall immediately, or within twenty-four (24) hours of occurrence or notice thereof, report major and/or unusual incidents in a format reasonably acceptable to the Commissioner. Licensee shall promptly notify NYC Parks, in writing, of any claim for injury, death, property damage or theft in an amount greater than \$1,000.00, which is asserted against Licensee with respect to the Licensed Premises. Licensee shall designate a person to handle all such claims, including all insured claims for loss or damage pertaining to the maintenance and repair of the Licensed Premises. The name and address of the designated person shall be provided to NYC Parks in writing.

**26.2** Licensee shall promptly notify NYC Parks as it becomes aware of any unusual conditions that may develop in the course of the operation of the Licensed Premises, including, but not limited to, fire, flood, casualty, and substantial damage of any character.

**26.3** All notices from Licensee to NYC Parks shall be in writing and delivered by (a) mailing a copy of such notice by registered or certified mail, return receipt requested, to the attention of: **NYC Parks' Chief of Community Outreach & Partnership Development, New York City Department of Parks & Recreation, The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065**, or such other address as NYC Parks may designate, with copies sent to NYC Parks' General Counsel at the same address or (b) hand delivering a copy of said notice to the Commissioner at the address provided above. All notices from NYC Parks to Licensee shall be dispatched in the same manner, and delivered to Licensee to the attention of: **Executive Director, Alley Pond Environmental Center, Inc., 228-06 Northern Boulevard, Douglaston NY 11362**, or such other address as may be notified from time to time.

## **ARTICLE 27: NYC PARKS' RESERVATION OF RIGHTS & INTERESTS**

**27.1 Public Events:** The Parties to this Agreement will give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to the subject of this Agreement.

**27.2 Public Communications:** In any statement or release made to the public relating to the subject of this Agreement, Licensee will conspicuously acknowledge NYC Parks' involvement. If the Commissioner finds that any release, advertisement or statement made to the public relating to the programs and activities offered in the Licensed Premises is incorrect or unacceptable, Licensee and the Commissioner agree in good faith to make such release, advertisement or statement accurate and acceptable to both Parties.

**27.3 Publications:** If Licensee publishes a work discussing any aspect of performance of any service covered by this Agreement, Licensee will acknowledge therein the involvement, if any, of the City, when appropriate, and the City will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such publication.

**27.4 Events:** As and to the extent provided in **Article 9** above, NYC Parks expressly reserves the right, in consultation with Licensee, to schedule and conduct events, alone or in conjunction with co-sponsors, including but not limited to concerts, fairs and festivals in the Licensed Premises.

## **ARTICLE 28:PROHIBITIONS OF USE**

**28.1 Nuisance and Waste:** Licensee shall not create or knowingly permit any nuisance or danger to the public safety or public property in, on or about the Licensed Premises and shall not commit or cause any waste, damage, disfigurement, or injury to the Licensed Premises.

**28.2 No Combustibles and Inflammables:** Except for properly stored fuels or other properly stored solvents necessary for the maintenance of the Licensed Premises, Licensee shall not use or knowingly permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances or explosives of any kind or any other substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

## **ARTICLE 29: INSURANCE**

### **29.1 Licensee's Obligation to Insure:**

**(a)** From the date, this License is executed through the date of its expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein. The City may require higher liability limits, provided they are commercially reasonably, if, in the Commissioner's opinion, Licensee's operations warrant it.

**(b)** The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.

### **29.2 Commercial General Liability Insurance**

**(a)** The Licensee shall maintain Commercial General Liability insurance in the amount of at least three million dollars (\$3,000,000.00) per occurrence for bodily injury (including death) and property damage and One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-

location basis applicable to the Licensed Premises and such per-location aggregate shall be at least Three Million Dollars (\$3,000,000). This insurance shall protect the insureds from claims that may arise from any of the operations under this License. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 00 01, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be “occurrence” based rather than “claims-made.”

**(b)** Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an **Additional Insured** for claims that may arise from any of the operations under this License, with coverage at least as broad as the most recent edition of ISO Form CG 20 26, and the limits for the City shall be no lower than Licensee’s.

### **29.3 Workers Compensation Insurance, Employers Liability and Disability Benefits Insurance:**

The Licensee shall maintain Workers’ Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance on behalf of, or with regard to, all employees involved in the Licensee’s operations under this License, and such insurance shall comply with the laws of the State of New York.

### **29.4 Commercial Automobile Liability Insurance:**

**(a)** With regard to all operations under this License, in the event that vehicles are owned by Licensee and brought onto the Licensed Premises or used in Licensee’s operations, Licensee shall maintain or cause to be maintained Commercial Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) for each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned or non-owned, or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA00 01.

**(b)** If vehicles are used for transporting hazardous materials, such Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

### **29.5 Property Insurance**

The Licensee shall maintain comprehensive “All Risk” or “Special Perils” form property insurance covering all buildings, structures, equipment and fixtures on the Licensed Premises (“License Structures”), whether existing at the beginning of this License or built at any time before its expiration or termination. Such insurance shall provide full Replacement Cost coverage for the License Structures (without depreciation or obsolescence clause) and include, without limitation, coverage (which may be obtained with reasonable sublimits) for loss or damage by acts of terrorism. Such insurance shall be “occurrence” (rather than “claims-made”) based and shall designate the Licensee as Named Insured and the City as Additional Insured and Loss Payee as its interests may appear.

**(a)** The limit of such property insurance shall be no less than the full Replacement Cost of all License Structures, including, without limitation, the costs of post-casualty debris removal and soft

costs, to the extent that such costs can be covered by an “all risk” or “special perils form” insurance policy. If such insurance contains an aggregate limit, it shall apply separately to the License Structures. Such policies may contain reasonable deductibles and self-insured retentions, subject to Parks’ prior written approval. Notwithstanding the foregoing, Parks approval shall not be required with respect to any deductible that is \$10,000 or less.

**(b)** In the event of any loss to any of the License Structures, the Licensee shall provide the insurance company that issued such property insurance with prompt, complete and timely notice, and simultaneously provide the Commissioner with a copy of such notice. With regard to any License Structure that the City owns or in which the City has an interest, the Licensee shall also **(i)** take all appropriate actions in a timely manner to adjust such claim on terms that provide the City with the maximum possible payment for the loss, and **(ii)** either provide the City with the opportunity to participate in any negotiations with the insurer regarding adjustments for claims or, at the Commissioner’s discretion, allow the City itself to adjust such claim.

**(c)** NYC Parks acknowledges that the property insurance described in Licensee’s current property insurance certificate fully satisfies the requirements of this **Section 29.5**.

## **29.6 General Requirements for Insurance Coverage and Policies:**

**(a)** Policies of insurance required under this Paragraph shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A-“VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the Commissioner.

**(b)** Policies of insurance required under this Paragraph shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

**(c)** Wherever this Article requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Licensee can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

**(d)** There shall be no self-insurance program with regard to any insurance required under this Paragraph unless approved in writing by the Commissioner. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). The Licensee shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including, but not limited to, the defense and indemnification obligations that insurers are required to undertake in liability policies.

**(e)** The City’s limits of coverage for all types of insurance required under this Article shall be the greater of:

**(i)** The minimum limits set forth in this Article; or,

**(ii)** The limits provided to the Licensee under all primary, excess, and umbrella policies covering operations under this License.

**(f)** All required policies, except for Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to both the

**Commissioner**  
**New York City Department of Parks & Recreation**  
**830 Fifth Avenue**  
**New York, NY 10065,**

And

**The New York City Comptroller**  
**Attn: Office of Contract Administration**  
**Municipal Building**  
**One Centre Street, Room 1005**  
**New, York, NY 10007.**

Such notice is to be sent at least thirty (30) days before the expiration, cancellation, or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

**(g)** All required policies, except Workers' Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

## **29.7 Proof of Insurance:**

**(a)** Certificates of Insurance for all insurance required in this Article must be submitted to the Commissioner prior to or upon execution of this License.

**(b)** For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance policies, the Licensee shall submit one of the following:

- (i)** C-105.2 Certificate of Worker's Compensation Insurance;
- (ii)** U-26.3 – State Insurance Fund Certificate of Workers' Compensation Insurance;
- (iii)** Request for WC/DB Exemption (Form CE-200);
- (iv)** Equivalent or successor forms used by the New York State Workers' Compensation Board; or,
- (v)** Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of Workers' Compensation coverage.

**(c)** For all insurance required under this Article other than Workers' Compensation, Employers Liability and Disability Benefits, the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall:

**(i)** Certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and,

**(ii)** Be accompanied by the provision(s) or endorsement(s) in the Licensee's policy/ies, including its general liability policy, by which the City has been made an Additional Insured or Loss Payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form annexed in **Exhibit H** or as otherwise required by the Commissioner or certified copies of all policies referenced in such Certificate of Insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**(d)** Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner before the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subparagraphs (c) (i) and (ii) directly above.

**(e)** The Commissioner's acceptance or approval of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Paragraph is secured and maintained, nor does it waive Licensee's liability for its failure to do so.

**(f)** The Licensee shall be obligated to provide the City with a copy of any policy of insurance required under this Article upon the Commissioner or the New York City Law Department's request.

## **29.8 Miscellaneous:**

**(a)** The Licensee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

**(b)** Licensee shall require its construction contractors that perform construction on the Licensed Premises to maintain Commercial General Liability Insurance in accordance with **Section 29.2**, and such insurance shall include the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37. In the event the Licensee requires any other entity, by contract or otherwise, to procure insurance with regard to any operations under this License and requires such entity to name the Licensee as an Additional Insured under such insurance, the Licensee shall ensure that such entity also name the City, including its officials and employees, as an Additional Insured (with coverage for Commercial General Liability insurance at least as broad as ISO form CG 20 26).

**(c)** The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

**(d)** Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Paragraph, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License, including notice to Commercial General Liability insurance carriers for events relating to the Licensee's own employees, no later than twenty (20) days after such event or Licensee receives written notice of any such claim or suit, as the case may be. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence or accident, and the identity of the persons or things injured, damaged or lost. The Licensee shall simultaneously send a copy of such notice to:

City of New York Law Department  
c/o Insurance Claims Specialist  
Affirmative Litigation Division  
100 Church Street  
New York, NY 10007

**(e)** The Licensee's failure to secure and maintain insurance in complete conformity with this Paragraph, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Paragraph shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by the City's action or inaction at any time.

**(f)** Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Licensee of any liability under this License, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this License or the law.

**(g)** In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Paragraph, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

**(h)** Apart from damages or losses covered by Workers' Compensation Insurance, Employers Liability Insurance, Disability Benefits Insurance, or Commercial Automobile Insurance, the Licensee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Paragraph, whether or not such insurance is actually procured or claims are paid thereunder, or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors or subcontractors.

**(i)** Reserved.

**(j)** If the Licensee receives, notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired

or been cancelled or terminated), for any reason, the Licensee shall immediately forward a copy of such notice to both the Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065, and the New York City Comptroller, attn.: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, NY 10007. Notwithstanding the above, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

## **ARTICLE 30: RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE & INDEMNIFICATION**

### **30.1 Licensee Responsibility**

**(a)** As between NYC Parks and Licensee, Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors and subcontractors, and for the safety and protection of its contractors or subcontractors' employees, agents or servants, except the foregoing shall not apply to any circumstances arising out of (i) Parks Events, (ii) conditions created by the acts of NYC Parks or any of its employees, agents, contractors or subcontractors or (iii) the negligence or intentional tortious acts of NYC Parks or any of its employees, agents or contractors or subcontractors.

**(b)** The Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from all operations under this License, except that Licensee shall not be required to perform Major Repairs or Replacements or Tree Care.

**(c)** The Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this License, whether or not due to the Licensee's negligence, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

**(d)** The Licensee shall use the Licensed Premises in compliance with, and shall not cause or knowingly permit the Licensed Premises to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, legally-imposed standards or standards of general applicability imposed by Parks policy, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which, in each case above are or become applicable to the Licensee or the Licensed Premises (collectively "**Environmental Laws**"). Except as may be agreed by the City as part of this License, Licensee shall not cause or knowingly permit, or allow any of the Licensee's personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on the Licensed Premises, other than any such chemical substance or material which (i) is brought upon, stored, used generated, treated or disposed of on the Licensed Premises by, or with the permission of, the Parks Department or (ii) would customarily be located at or stored or used in a facility of this nature, including for the operation, maintenance, and repair of the same ("**Excluded Materials**"). Excluded Materials kept on the Licensed Premises shall be kept in material compliance with all applicable Environmental Laws and in quantities not in excess of those reasonably necessary for such purposes. As used here, "**Hazardous Materials**" means any chemical, substance or material, which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties, or effects.

## **30.2 Indemnification and Related Obligations**

**(a)** To the fullest extent permitted by law, the Licensee shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses (collectively, “**Liabilities**”) of whatever kind or nature (including, without limitation, attorneys’ fees and disbursements) arising out of or related to any of the operations under this License (regardless of whether or not the Licensee itself had been negligent) and/or the Licensee’s failure to comply with the law or any of the requirements of this License, except the foregoing shall not apply to any Liabilities to the extent arising out of or in connection with (i) conditions created by any acts of NYC Parks or any of its employees, agents, contractors or subcontractors acting under the scope of their employment, or which Parks is responsible for pursuant to the provisions of this License Agreement, (ii) Parks Events or (iii) the negligence or intentional tortious acts of NYC Parks and its employees, agents, contractors or subcontractors. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Licensee, the City and its officials and employees shall be partially indemnified by the Licensee to the fullest extent permitted by law.

**(b)** The Licensee’s obligation to defend, indemnify and hold the City and its officials and employees harmless shall not be (i) limited in any way by the Licensee’s obligations to obtain and maintain insurance under this License, nor (ii) adversely affected by any failure on the part of the City or its officials and employees to avail themselves of the benefits of such insurance.

## **ARTICLE 31: INFRINGEMENTS**

**31.1** Licensee shall be liable to the City and hereby agrees to defend, indemnify and hold the City harmless for any damage or loss or expense sustained by the City from any infringement by Licensee of any copyright, trademark, or patent rights of design, systems, drawings, graphs, charts, specifications, or printed matter furnished or used by Licensee in the performance of this Agreement.

## **ARTICLE 32: REPRESENTATIONS, WARRANTIES & COVENANTS**

### **32.1 Licensee makes the following representations and warranties:**

**(a)** Licensee is a not-for-profit corporation duly organized, validly existing and in good standing under the State of New York laws and has all requisite power and authority to execute, deliver and perform this Agreement.

**(b)** This Agreement has been duly authorized by all necessary corporate action on the part of Licensee, has been duly executed and delivered by Licensee, and assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of Licensee.

**(c)** The execution and delivery of this Agreement by Licensee, and compliance by Licensee with its provisions, do not and will not conflict with or constitute a violation of or default under Licensee’s Certificate of Incorporation, by-laws, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Licensee is bound, or, to the knowledge of Licensee, any order,

rule or regulation of any court, governmental agency or body having jurisdiction over Licensee or any of its activities or properties.

**(d)** In procuring this License Agreement, Licensee has neither been asked to pay, offered to pay nor paid any illegal consideration, whether monetary or otherwise.

**(e)** Licensee has not employed any person to solicit or procure this Agreement, and has not made and shall not make any payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of the Agreement.

**32.2** Licensee covenants and agrees that during the Term and Renewal Term(s) it shall maintain its corporate existence under the State of New York laws as a not-for-profit corporation, and shall maintain its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

### **ARTICLE 33: COMPLIANCE WITH APPLICABLE STATUTES & REGULATIONS**

**33.1** Licensee shall faithfully perform and carry out the provisions of this License and cause its agents, employees, and invitees to conform to all rules, regulations, and orders prescribed as of this date or which may in this Agreement be reasonably prescribed by the Commissioner, provided Commissioner shall use reasonable efforts to give Licensee notice of any rules, regulations, or orders in this Agreement prescribed by NYC Parks, and comply with all laws, regulations, rules, and orders of any kind whatsoever and of any agency or entity of government whatsoever having jurisdiction over and applicable to the Licensed Premises including Licensee's use and occupation.. This provision includes, but is not limited to, 56 RCNY §1-01 et seq., the New York State Not-for-Profit Corporation Law, applicable tax and labor laws relating to non-discrimination in employment, and laws protecting youths from child abuse and maltreatment.

### **ARTICLE 34: CONFLICT OF INTEREST**

**34.1** Licensee represents and warrants that neither it nor any of its officers, directors, trustees, employees, or volunteers has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services provided. Licensee further represents and warrants that in the performance of this Licensee shall not employ any person having such interest or possible interest. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects a personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in its proceeds.

### **ARTICLE 35: TERMINATION OF AGREEMENT**

**35.1** Should Licensee breach or fail to comply with any of the provisions of this License, any Federal, State, or Local Law, or any rule, regulation, or NYC Parks' order affecting the License or the Licensed Premises, in regard to all matters, the Commissioner may, in writing, order Licensee to remedy any breach or comply with such provision, law, rule, regulation, or order. If the Licensee fails to comply with the Commissioner's written notice within twenty (20) days from its mailing, subject to

unavoidable delays beyond the Licensee's reasonable control (or such cure requiring additional time notwithstanding Licensee's commencement of such cure within such twenty (20) day period) and with written notice to the Commissioner within such twenty (20) day period, then this License shall immediately terminate. If this breach or failure to comply is corrected as stated above and a second or repeated violation of the same provision, law, rule, regulation, or order follows, the Commissioner, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing of that notice.

**35.2** The provisions in **Section 35.1** above shall not be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which the Commissioner may terminate this License.

**35.3** Upon expiration or earlier termination (as provided herein) of this License by the Commissioner, all Licensee's rights (other than those which by their express terms or by their nature survive termination) shall be forfeited without claim for loss, damages, refund or investment, or any other payment whatsoever against the Commissioner, NYC Parks, or the City.

**35.4** If the Commissioner terminates this License for reasons related to Licensee's breach of this License or otherwise, Licensee shall be given thirty (30) days after the notice of termination to remove its possessions from the Licensed Premises. In addition, Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or earlier termination of this Agreement (and the expiration of the aforesaid thirty (30) day period) is intended to be abandoned. Licensee shall remain liable to the City for any damages, including lost revenues or the cost of removal or disposal of property, should any such possessions fail to be removed from the Licensed Premises following expiration or within the aforesaid thirty (30) days following the earlier date of termination of this Agreement.

**35.5** If this License is terminated as provided in this Agreement, and/or upon the expiration of this License, the City may, without notice, re-enter and repossess the Licensed Premises using such force for that purpose as may be reasonably necessary without being liable to indictment, prosecution or damages therefor and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

## **ARTICLE 36: CHOICE OF LAW/CONSENT TO JURISDICTION & VENUE**

**36.1** This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of Licensee's domicile, and shall be governed by and construed under the laws of the State of New York.

**36.2** Any and all claims asserted by or against the City arising under this License or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this License Agreement and its intent, Licensee agrees:

**(a)** If the City initiates any action against the Licensee in Federal Court or in New York State Court, service of process may be made on the Licensee either in person, wherever such Licensee may be found, or by registered or certified mail or by a nationally recognized overnight delivery service

addressed to the Licensee at its address set forth in this License, or to such other address as the Licensee may provide to the City in writing.

**(b)** With respect to any action between the City and the Licensee in New York State Court, the Licensee hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of *forum non conveniens*, (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

**36.3** With respect to any action between the City and the Licensee in Federal Court located in New York City, the Licensee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York.

**36.4** If the Licensee commences any action against the City in a court located other than in the City and State of New York, upon the City's request, the Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, the Licensee shall consent to dismiss such action without prejudice and may later reinstitute the action in a court of competent jurisdiction in New York City.

### **ARTICLE 37: CLAIMS AGAINST OFFICERS OR EMPLOYEES**

**37.1** No claim whatsoever shall be made by Licensee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this Agreement.

### **ARTICLE 38: CLAIMS & ACTIONS THEREON**

**38.1** No action at law or proceeding in equity against the City shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement or in any way connected with this Agreement unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

**38.2** No action shall lie or be maintained against the City by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

**38.3** If any claim is made or any action brought in any way relating to this Agreement other than an action or proceeding in which Licensee and the City are adverse parties, Licensee shall diligently render to the City without additional compensation any and all assistance which the City may reasonably require of Licensee.

### **ARTICLE 39: WAIVER OF JURY TRIAL**

**39.1** Licensee expressly waives all rights to trial by jury in any summary proceeding hereafter instituted by City against Licensee or any counterclaim or cause of action directly or indirectly arising out of the terms, covenants or conditions of this License or the use and occupation of the Licensed Premises or any matter whatsoever in any way connected with this License, including but not limited

to, the relationship between the City or Licensee. The provision relating to waiver of jury trial shall survive the expiration or termination or any renewals of this License.

## **ARTICLE 40: ASSIGNMENTS & SUBLICENSES**

**40.1 (a)** Licensee shall not sell, assign, sublicense, mortgage, or otherwise transfer any interest provided for, or consent, allow, or permit any other person or party to use any part of the Licensed Premises, except as provided or reasonably approved in writing by the Commissioner, nor shall this License be transferred by operation of law, it being the purpose and spirit of this License to grant this privilege solely to Licensee.

**(b)** No assignment of this License by the Licensee, in whole or in part, will be effective unless it is agreed to, in writing, by NYC Parks and signed by a NYC Parks' duly authorized representative.

**40.2 (a)** Any Sublicense, which is authorized under this Agreement, shall be subject and subordinate to the terms and conditions of this License and Licensee shall require its Sublicensee to acknowledge in writing that it received a copy of this License and that it is bound by its Terms. All provisions of this License applicable to Licensee with respect to the operation, management and maintenance of the Licensed Premises shall be equally applicable to any Sublicensee.

**(b)** Licensee shall require any Sublicensee to agree in writing that it will comply with the directives and provisions of this License that are applicable to Licensee with respect to the operation, management and maintenance of the Licensed Premises, including, but not limited to, obtaining the required insurance coverages in **Article 29** and indemnification in **Article 30** of this Agreement, and shall be responsible for assuring such compliance.

**(c)** If any Sublicensee does not comply with this License insofar as applicable to it, NYC Parks may direct Licensee to terminate that Sublicensee's operations. No Sublicense may be assigned without the NYC Parks' prior written consent. Any subsequent Sublicense Agreement(s) will be subject to the terms and conditions in this License.

## **ARTICLE 41: SEVERABILITY**

**41.1** If any provision(s) of this Agreement is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## **ARTICLE 42: MODIFICATION**

**42.1** This License may be modified from time to time by notice in writing duly executed by the Parties, but no modification of this License shall be effective unless it has been agreed to in writing and duly executed by the Parties, and no other agreement, written or oral, regarding the subject matter of this License shall be deemed to exist or to bind any of the Parties.

## **ARTICLE 43: WAIVER OF COMPENSATION**

**43.1** Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of

the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Commissioner, his agents, and City from any and all demands, claims, actions, and causes of action arising from any of these causes.

Licensee further expressly waives any and all claims for compensation, loss of profit, or refund of its investment, if any, or any other payment whatsoever, if this License is terminated by Commissioner sooner than the fixed term because the Licensed Premises are required for any park or other public purpose, or because the License was terminated or revoked for any reason as provided.

#### **ARTICLE 44: JUDICIAL INTERPRETATION**

**44.1** Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering the provision shall not apply the presumption that the terms in this Agreement shall be more strictly construed against a party by reason of the rule of construction that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this License.

#### **ARTICLE 45: HEADINGS AND TABLE OF CONTENTS**

**45.1** The Article Headings and Table of Contents are inserted for convenience only and shall not be deemed to constitute part of this License Agreement or to affect its construction. The use in this License Agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

#### **ARTICLE 46: THIRD PARTY BENEFICIARIES**

**46.1** This Agreement shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. The provisions of this Agreement shall be for the Parties' sole benefit and no other person or entity shall be a third party beneficiary of this Agreement.

#### **ARTICLE 47: ALL LEGAL PROVISIONS DEEMED INCLUDED**

**47.1** Each and every provision of law required to be inserted in this License shall be and is deemed inserted herein, whether or not actually inserted, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

#### **ARTICLE 48: COUNTERPARTS**

**48.1** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have caused this License Agreement to be signed and sealed on the day and year first above written.

**NEW YORK CITY DEPARTMENT OF  
PARKS & RECREATION**

**By:** \_\_\_\_\_  
Tricia Shimamura  
Commissioner

**Dated:** \_\_\_\_\_

**ALLEY POND ENVIRONMENTAL  
CENTER, INC.**

**By:** \_\_\_\_\_  
Irene V. Scheid  
Executive Director

**Dated:** \_\_\_\_\_

**APPROVED AS TO FORM AND CERTIFIED AS TO LEGAL AUTHORITY**

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**Acting Corporation Counsel**

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**Date**

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

On this \_\_\_\_ day of \_\_\_\_\_, 202\_ before me, the undersigned, personally appeared Tricia Shimamura, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

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**NOTARY PUBLIC**

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

On this \_\_\_\_ day of \_\_\_\_\_, 202\_ before me, the undersigned, personally appeared Irene Scheid, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

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**NOTARY PUBLIC**

## **EXHIBIT A - LICENSED PREMISES**

Alley Pond Environmental Center  
Alley Pond Park, Queens  
229-10 Northern Boulevard



### Legend

Denotes Licensed Premises



**EXHIBIT B - PIP MANUAL**

## **EXHIBIT C - BACKGROUND CHECKS RIDER**

### **(§7.3 (d))**

#### **1. Recruitment; Screening; Fingerprinting:**

The Licensee shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by the Department, the Licensee will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

#### **2. Convictions:**

The Licensee shall comply with Section 296(15) of the New York State Executive Law and Subdivision 10 of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or an agent thereof to deny employment to any applicant and, under Section 8-107, to take adverse action against any employee, based on (a) the person's or employee's having been convicted of one or more criminal offenses, or (b) a finding of a lack of "good moral character" where such finding is based on the applicant or employee having been convicted of one or more criminal offenses, when the denial or adverse action violates Article 23-A of the New York State Correction Law.

#### **3. Non-Pending Arrests or Accusations:**

The Licensee shall comply with Section 296(16) of the New York State Executive Law and Subdivision 11 of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer to deny employment to any applicant or take adverse action against any employee when the denial or adverse action violates Section 296(16), which generally concerns arrests or criminal accusations that are not then pending and which were followed by a termination in favor of the applicant or employee, a youthful offender adjudication, or by a conviction that has been sealed unless the denial or adverse action is specifically required or permitted by statute.

#### **4. Declare, Print, or Circulate:**

The Licensee shall comply with Subdivision 11-a of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or agent thereof to declare, print, or circulate, or cause the declaration, printing or circulation of any solicitation, advertisement, or publication that directly or indirectly expresses any limitation or specification in employment based on a person's arrest or criminal conviction.

#### **5. Inquiries:**

(i) **Applying for Employment:** The Licensee shall comply with Subdivision 11-a of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or agent thereof to make any inquiry or statement (as those terms are defined in Section 8-107(11-a)) related to the pending arrest or criminal conviction record of any person who is in the process of

applying for employment with the employer or its agent until after the employer or its agent has extended a conditional offer of employment to the applicant.

**(ii) Conditional Offer of Employment:** Pursuant to Subdivision 11-a(b) of Section 8-107 of the Administrative Code of the City of New York, the Licensee may inquire about the applicant's arrest or conviction record after extending a conditional offer of employment, provided that, prior to taking any adverse employment action based on the inquiry, the employer, employment agency, or agent thereof (a) provides a written copy of the inquiry to the applicant in a manner determined by the New York City Commission on Human Rights; (b) performs an analysis of the applicant pursuant to Article 23-A of the Correction Law and provides a written copy of the analysis to the applicant in a manner determined by the Commission on Human Rights, which shall include but not be limited to supporting documents that formed the basis for an adverse action based on the analysis and the employer's or employment agency's reasons for taking such adverse action against the applicant; and (c) allows the applicant a reasonable time to respond of at least three (3) business days, during which time the position shall be held open for the applicant. Pursuant to Section 8-107(11-a), nothing in that provision prevents an employer, employment agency, or agent thereof from denying employment to any applicant or from taking adverse action against any employee for reasons other than the applicant's or employee's arrest or criminal conviction record.

**(iii) Non-Pending Arrests or Accusations:** The Licensee shall comply with New York State Executive Law § 296(16) and Section 8-107(11) of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer to make any inquiry in writing or otherwise regarding any arrest or criminal accusation of an applicant or employee when the inquiry violates Section 296(16), unless the inquiry is specifically required or permitted by statute.

**(iv) Response to Inquiries:** Pursuant to New York State Executive Law § 296(16) and Subdivision 11-a(d) of Section 8-107 of the Administrative Code of the City of New York, an applicant's refusal to respond to inquiries or statements prohibited under this Section shall not disqualify the applicant from the prospective employment.

## **6. Background Checks Required by Law; Licensure:**

Pursuant to New York State Executive Law §296(16) and Subdivision 11-a(e) of Section 8-107 of the Administrative Code of the City of New York, the Licensee is permitted to perform background checks pursuant to any state, federal or local law that requires criminal background checks for employment purposes or bars employment based on criminal history. In addition, if the Licensee is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Licensee may ask questions about those convictions or violations.

Notwithstanding any other provision of this Section, if the Licensee is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Licensee may ask applicants the same questions asked by the licensing body, in accordance with New York State Law.

**7. Review of Decision:**

Where practicable, the Licensee shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

**8. Consultation:**

The Licensee may consult with Parks regarding the application of this rider.

## **EXHIBIT D - NYC SAFE AND SICK LEAVE LAW**

**(§7.4)**

### **NYC EARNED SAFE AND SICK TIME ACT CONCESSION AGREEMENT RIDER**

#### **A. Introduction and General Provisions.**

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Concessionaires of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

2. The Concessionaire agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Concessionaire further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Concessionaire must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Concession Manager in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Concessionaire must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Concessionaire will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Concessionaire will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Concessionaire. The Concessionaire is advised to review the ESSTA and the DCWP Rules in their entirety. The Concessionaire may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Concessionaire can get more information about how to comply with the ESSTA and the DCWP Rules. The Concessionaire acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.<sup>1</sup> Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

- a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- c. closure of such employee's place of business by order of a public official due to a public health emergency;
- d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

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<sup>1</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The

notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

## **EXHIBIT E - MANAGER'S JOB DESCRIPTION**

(§7.5)

### **JOB TITLE: EXECUTIVE DIRECTOR**

FULL-TIME POSITION

**DEPARTMENT: Administration**

**SUPERVISOR: APEC Board of Directors**

### **JOB DUTIES & RESPONSIBILITIES**

- Ensure ongoing local programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Supervise professional staff in program planning and development.
- Plan and implement all fund-raising strategies (i.e. foundation, corporate, campaigns, events, etc.)
- Manage the seven-day operation of the Center.
- Oversee the maintenance and upkeep of the physical site.
- Supervise fiscal record keeping.
- Provide support to Board of Directors and committees

### **RESPONSIBILITIES:**

#### *General:*

- Work with Board to develop long range Alley Pond Environmental Center Inc. goals and strategic plan.
- Supervise publication and distribution of Alley Pond Environmental Center Inc. publications
- Oversee well-being and care of all live ambassador animals

#### *Specific:*

##### *Fiscal:*

- Work with committees to plan and implement Annual Gala and other fundraisers
- Gather information as requested for private and public funding
- Grant proposal preparation, implementation, providing interim and final reports as required.
- Receive log of daily receipts, prepare daily tallies and deposit slips.

##### *Personnel:*

- Ensure adequate coverage of a seven-day week operation.
- Hire personnel as needed.
- Supervise professional staff in program planning and development.
- Maintain all personnel records as required by law.
- Submit bi-weekly payroll to payroll company; supervise reports sent by payroll company.

##### *Functions for The Board of Directors:*

- Collect information as requested for Executive Director's report to the Board of Directors.
- Work with various Board Committees as requested

Public Relations including supervision of all social media.

Office Management.

## **EXHIBIT F-1 - PROGRAMS & ACTIVITIES**

### **(§9.1)**

#### **PROGRAMS CONDUCTED BY APEC:**

- class visit trips to APEC
- outreach programs for children and adults both in school, at community groups, nursing homes, etc.
- teacher workshops
- Home School group programs at APEC

#### **Early Childhood Programs at APEC:**

- Just Hatched!
- Wee Sprouts
- Toddler Time
- Fledglings
- Sunny Bunnies

-After School Programs

#### **Summer Programs:**

- Just Hatched!
- Wee Sprouts
- Toddler Time
- Fledglings
- Sunny Bunnies
- Summer Nature Club
- APEC Explorers
- Alley Pond Pioneers

#### **Weekend Programs for adults and children**

- High School Interns
- College Intern Programs
- Volunteers – teens and adults

#### **Holiday School Recess Programs**

#### **Family & Adult Programs**

#### **Programs for Scout troops**

#### **Birthday Parties – both on and off-site**

- Special Events
- Earth Week Events
- Green Gala

## **EXHIBIT F-2 - FEES FOR PAID PROGRAMS & ACTIVITIES**

### **(§9.1)**

Licensee is permitted to increase programming fees annually as of April 1 each year based on the Consumer Price Index; however, any greater increase is subject to Parks' prior written approval, which shall not be unreasonably withheld.

PROGRAMS CONDUCTED BY APEC:	FEES CHARGED	
class visit trips to APEC	\$10-13 per child	hands-on manipulatives like caterpillars, or water testing kits will have an additional cost
teacher workshops	\$150 per teacher per workshop	
Home School group programs at APEC	\$25 per individual	
Early Childhood Programs at APEC: -Just Hatched! -Wee Sprouts -Toddler Time -Fledglings -Sunny Bunnies	\$22-35 per child/per class	Just Hatched and Wee Sprouts not currently running but looking to bring them back in the Spring.
After School Programs	\$25 per child	
Summer Programs for individual children at APEC:	\$350 per session	
Weekend programs for children	\$0-35 per child/per class	
Weekend programs for adults	\$0-50 per adult/per class	
Holiday School Recess Programs	\$0-50 per child/per class	
High School Interns College Intern Programs Field Biology Intern Program for high schoolers Teen Volunteers	\$0-150	
Family Programs	\$0-30 per person/per class	
Virtual Programs	\$125 per program	

Programs for Scout troops	\$5.00-13.33 per program	hands-on manipulatives like caterpillars, or water testing kits will have an additional cost
Birthday Parties – both on and off-site	Onsite: \$385-500 per party	
Special Events Earth Week Events	\$100 per person/per program	

**EXHIBIT G - SAMPLE PRESS RELEASE**

**(§18.4)**

[*See attached*]

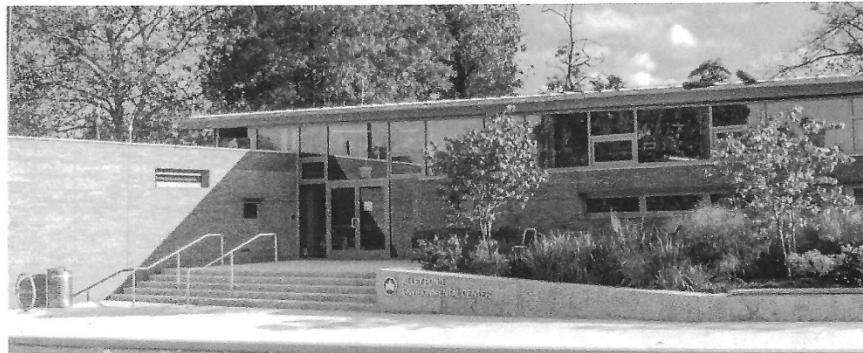


229-10 Northern Boulevard, Douglaston, NY 11362  
Phone: (718)229-4000 | Email: [contact@alleypond.org](mailto:contact@alleypond.org)

## Press Release

For More Information Contact Front Desk of APEC (718) 229-4000

### APEC's Community Open House and Concert



<b>DATE:</b>	<b>Saturday, December 9</b>
<b>TIME:</b>	<b>12:00pm – 4:00pm</b>
<b>PLACE:</b>	<b>Alley Pond Environmental Center 229-10 Northern Blvd. Douglaston, NY 11362 718-229-4000 <a href="http://www.alleypond.com">www.alleypond.com</a></b>
<b>AGES:</b>	<b>All ages</b>
<b>FEE:</b>	<b>Free</b>

**Join us for a free, fun-filled day and be among the first to experience our brand-new building!**

Enjoy the long-awaited open house of Alley Pond Environmental Center's new building. There will be a guided nature walk led by an APEC instructor along with fun activites for the family in addition to a free concert performed by the Boomer Brothers. Please note, on-site parking is limited, however some weekend parking is available on Northern Boulevard all day.



## Alley Pond Environmental Center

22910 Northern Boulevard, Douglaston, NY 11362

# Press Release

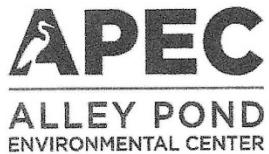
Please Release Immediately

For More Information Contact: Front Desk of APEC  
(718) 229-4000

### BIRTHDAY PARTIES FOR CHILDREN & TWEENS

Looking for a truly unique place to hold your child's birthday party – Alley Pond Environmental Center is just the place. APEC provides a two hour educational party complete with live animals, trail walk and a nature themed activity/game in our new state of the art building. APEC birthday parties allow your child and guests to appreciate nature firsthand and close up. Visit [www.alleypond.org/birthdays](http://www.alleypond.org/birthdays) or call the Center at 718-229-4000 for more information.





229-10 Northern Blvd • Douglaston, NY 11362

(718) 229-4000

[www.alleypond.org](http://www.alleypond.org)

## PRESS COVERAGE REQUESTED

Please call APEC (718) 229-4000 if planning to attend!!!

### APEC's Annual Green Gala

**DATE: Thursday, April 11<sup>th</sup>, 2024**

**TIME: 6pm-9pm**

**PLACE: Terrace on the Park**

52-11 111th St  
Queens, NY 11368

**AGES: Adults only**

**PRE-REGISTRATION REQUIRED. Please pre-register by visiting [www.alleypond.org/gala](http://www.alleypond.org/gala)**

Alley Pond Environmental Center (APEC), a non-profit organization in Northeast Queens, has been an educational oasis for environmental studies for over 50 years. Our environmental education classes and programs are attended by over 50,000 children and adults every year. We offer:

- Environmental education classes for adults and teens
- Nature themed school class trips to our Center
- Evening cooking, guided nature walks, etc. programs for adults and families
- And a number of other topical programs that interest people of all ages.

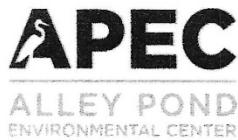
Would you like to be a gala donor or gala sponsor? – call the Center at 718-229-4000

Enjoy an evening of cocktails, dinner, a silent auction, and a 50/50 cash raffle! – call the Center at 718-229-4000 to purchase tickets

The 2024 Green Gala Honorees include:

- Kirstin Callahan Austin, Vice President, Helms Auto Group
- Gerrard P. Bushell, President & CEO, The New Terminal One, JFK International Airport
- Leroy Street Studio and the New Alley Pond Environmental Center Design Team

This event will take place at Terrace on the Park at 52-11 111th St, Flushing, NY 11368 on Thursday, April 11th from 6:00 – 9:00 and is \$150 per person to attend.



229-10 Northern Boulevard, Douglaston, NY 11362  
Phone: (718)229-4000 | Email: [contact@alleypond.org](mailto:contact@alleypond.org)

# Press Release

For More Information Contact Front Desk of APEC (718) 229-4000

## Animal Care Trainee

**DATE:** **Sunday, April 14, 2024**

**TIME:** **10:30am - 12:30am**

**PLACE:** **Alley Pond Environmental Center  
229-10 Northern Blvd.  
Douglaston, NY 11362  
718-229-4000  
[www.alleypond.org](http://www.alleypond.org)**

**AGES:** **8 – 10 year olds; drop off program**

**FEE:** **\$34 per person; pre-registration is required**

**PRE-REGISTRATION REQUIRED. Please pre-register by visiting [www.alleypond.org](http://www.alleypond.org)**

Would you like to help us care for APEC's animals? This program introduces children to the unique responsibility of being an animal caretaker. Participants will learn about the needs of our animal ambassadors, and gain hands-on experience in feeding, brushing, and cleaning them. Also, children will be able to make a healthy snack for one of the many animals that call APEC home! This program for ages 8 - 10 will take place at APEC at 229-10 Northern Blvd. in Douglaston on Sunday, April 14 from 10:30am - 12:30am and is \$34 per person. Pre-registration is required.



## **EXHIBIT H - CERTIFICATES OF INSURANCE**

**(§29.7)**

### **Instructions to New York City Agencies, Departments and Offices**

One of the following must accompany all certificates of insurance (except certificates of insurance solely evidencing Workers 'Compensation Insurance, Employer's Liability Insurance and/or Disability Benefits Insurance):

- (1) The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) Copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until the policy is available, at which time a certified copy of the policy shall be submitted.

**CITY OF NEW YORK CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance Broker or Agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

---

[Name of broker or agent (typewritten)]

---

[Address of broker or agent (typewritten)]

---

[Email address of broker or agent (typewritten)]

---

[Phone number/Fax number of broker or agent (typewritten)]

---

[Signature of authorized official, broker, or agent]

---

[Name & title of authorized official, broker or agent (typewritten)]

State of .....)

) ss.:

County of .....)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**By:** \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

## **EXHIBIT I - 2025-2026 BUDGET**

(§22.4)

**APEC BUDGET FOR 2025-2026 Approved October 14, 2025**

<b><i>INCOME</i></b>		<b><i>EXPENSES</i></b>	
Adult Education Programs	1,000.00	Administrative Staff Salaries	304,250.00
Special Event (Raffle, Etc)	5,000.00	Education Dept Staff Salaries	377,680.00
Gala	45,000.00	Maintenance Staff Salaries	154,770.00
Welcome Autumn Concert	0	Animal Care Staff Salaries	25,400.00
Reimbursements	150.00	Annual Bonus	17,000.00
Miscellaneous	4,000.00	Holiday Bonus	17,000.00
Private Grant Income	10,000.00	Payroll Taxes	72,000.00
Corporate Grants (ConEd)	50,000.00	Payroll Service Fees	3,750.00
NYC DCLA Grant Council Allocation	450,000.00	TIAA – Staff Retirement	7,500.00
NYS Assembly – NYS DEC	15,000.00	Medical/Dental Insurance	70,000.00
NYS Senate	0	Staff who opt-out of Medical Cvrge	4,000.00
NYS ZBGA Grant	68,000.00	SUI ER	6,500.00
NYC DYCD & Council Allocation	37,000.00	Insurance – Bldg & Board	30,000.00
Membership	500.00	Telephone & Utilities	11,000.00
Contributions	32,000.00	Accounting Audit	8,000.00
Children's Programs	360,000.00	Postage	1,750.00
Program Travel Reimbursements	1,300.00	Printing	10,000.00
Interest	2,000.00	Travel – staff to programs	3,000.00
Outstanding grants (old)	430,000.00	Maintenance & Repairs	10,000.00
<b>INCOME GRAND TOTAL</b>	<b>1,510,950.00</b>	Maintenance/Facility Supplies	15,000.00
		Program Supplies	6,000.00
		Program Expenses – CC Fees	7,000.00
		Grant Expenses/Supplies	85,000.00
		Animal Care Supplies	2,000.00
		Animal Care (Vet)	10,000.00
		Special Events	20,000.00
		Professional Fees-legal retainer	3,600.00
		Consultant - Lobbyist	48,000.00
		Signs & Advertising	1,000.00
		Computer Maintenance	60,000.00
		Office Supplies	4,500.00
		Board & Staff Expense	3,000.00
		Service Contracts	35,000.00
		Dues & Subscriptions	2,000.00
		<b>EXPENSES GRAND TOTAL</b>	<b>1,435,700.00</b>

## **EXHIBIT J - SECURITY PLAN**

(§15.1)

### **APEC SECURITY PLAN:**

#### **OPENING OF APEC**

- Enter building with another staff member and disarm alarm.
- Press on main doors to be sure they are locked
- Sign In
- Review the day's events on the main wall calendar.

Maintenance staff: Is entire building ready, clean and set up for all program needs? Is there anything that needs special attention?

#### **CLOSING OF APEC**

Maintenance staff:

- Check that bathrooms (toilets, sinks, floors & walls) are clean, sanitized and well stocked.
- Check that all garbage and recycling have been removed from the building
- Check that all classrooms are ready for evening programs and/or next day programs.
- Check that all storage containers are shut and locked

Last staff leaving building for the day:

- Check that all windows are shut and locked
- Check that all doors are locked
- Check that all visitors, volunteers have exited building
- With at least one other staff member, set alarm and exit building
- Pull on main doors to be sure they are locked

**EXHIBIT K - FORM OF MONTHLY STATEMENT**

**(§14.6)**

(TO BE PROVIDED UPON Notice To Proceed)

## **EXHIBIT L - MONTHLY OPERATIONS REPORT**

(§22.2)

**QUEENS**  
**Alley Pond Environmental Center**  
**Program Attendance Record for Fiscal Year July 1, 2025- June 30, 2026**

\*only count those that sign in visitor book. There are many others that do not sign in but visit the Center and park.

Executive Director Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**QUEENS**  
**Alley Pond Environmental Center**

INQUIRIES OR PUBLICATIONS FROM PRESS AND MEDIA	N/A	N/A	N/A								
---	-----	-----	-----	--	--	--	--	--	--	--	--

UPCOMING PROGRAMS OF NOTE: Sunday, April 19 – APEC Open House & Clothing Swap  
 Thursday, May 7 – APEC 50<sup>th</sup> Anniversary Green Gala at Terrace on the Park 6pm-9pm

FUTURE/ON-GOING INITIATIVES

- Windmill Restoration Program
- Trail Board Replacement
- Long House Replacement
- Bird Habitat Area

## **EXHIBIT M - LIST OF THE FORMS OF LICENSEE'S USES OF CITY IP**

<b>Specific Use</b>	<b>Links</b>	<b>Photo Name</b>	<b>Notes</b>
<b>Photo Examples for Each Item Below</b>	<a href="#">Click Here</a>	-	
APEC legal documents - 501 C 3, audits, registrations, certificate of incorporation, Char 500, records		APEC 501(C)(3)	
APEC's main email system including all email addresses using the domain "@alleypond.org" & "@alleypond.com", all messages and content sent through the system, email signatures, and auto-reply & confirmation emails		APEC alleypond.org Email	
All of APEC's business accounts to any online platform including, but not limited to: Canva, Amazon/Amazon Business, Staples/Staples Advantage, The Home Depot, Petco, Chewy, Adobe, Redbubble, RodentPro, Josh's Frogs, Etsy, etc.		APEC Amazon	
Annual Reports		APEC Annual Report	
Awards and certificates for Gala honorees, volunteers, students competing programs		APEC Awards	
Other merch & promotional items (shirts, beanies, sweaters, stickers, stamps, envelopes, tablecloths, pencils, water bottles, patches, pins)		APEC Bag	
Guest speaking bios at panels or conferences		APEC Bio	
Birthday party documents including information, coupons, and evites		APEC Birthday	
Articles of organization or bylaws		APEC Board By-Laws	
Education brochures		APEC Brochure	
Building signage (exterior and interior)		APEC Building	
Designs made through Canva (flyers - program, event, informational, newsletter, raffle)		APEC Canva	
Government (Council Member) listings	<a href="#">Click Here</a>	APEC CM Listings	
Concert - invites, mailings, raffles, posters, banners		APEC Concert	
Contracts and proposals - governmental and non-governmental		APEC Contract	
URLs, registration information for our programs, events, and memberships, and their links listed and maintained through alleypond.doubleknot.com		APEC DK	
Domain registration and DNS accounts		APEC Domain	
Donation acknowledgments and thank you's		APEC Donation TY	
Email campaigns designed and sent through mailerlite.com		APEC Eblast	
Emergency protocols and signage		APEC Emergency	
Publisher files / Adobe Express & Illustrator Files		APEC Express	
All online business through websites, including contact forms, invoices, and payments		APEC External Contact Form	
Online designs or inclusions of our name and logo in online media made by other businesses, organizations, schools, etc.		APEC External Flyer	
Business name in internal file names		APEC File Name	
Gala - invites, mailings, raffles, journals, posters, banners		APEC Gala	

Other banners and signs used on site		APEC Giving Tuesday	
APEC's secondary email addresses through Google (alleypondcenter@gmail.com & alleypond123@gmail.com), all messages and content sent through these emails, and all accounts registered under this email		APEC GMAIL	
APEC's Google Business Profile and all information included		APEC Google Business	
Cloud services (Google Workspace, Microsoft 365, Dropbox)		APEC Google Drive	
All results including webpages, images, videos, maps, reviews etc. with "Alley Pond Environmental Center" or "APEC" (in reference to Alley Pond Environmental Center) on all search engines and navigational tools		APEC Google Search	
Grant applications, RFPs, LOIs, progress reports, listing on grant directories		APEC Grant	
Trail signs (greenhouse) - like Trail Starts here and informational signs along trails		APEC Greenhouse Sign	
Staff handbooks and training manuals		APEC Handbook	
Proofs and correspondance from printing companies for flyers, newsletters, fundraisers, etc.		APEC Holiday Card	
Excel sheets used for financial records, program tracking, etc.		APEC Income	
Invoices, quotes, purchase orders, and receipts for programs, supplies purchased, etc.		APEC Invoice	
Information from IT Companies		APEC IT	
The one time we were mentioned on the TV Show Jeopardy		APEC Jeopardy	
APEC's file server and all files within		APEC LDrive	
Microsoft Word documents and APEC letterhead		APEC Letterhead FY2025	
Insurance policies and certificates - general liability, Officers & Directors, proof of insurance forms, etc		APEC Liability	
Little Free Library		APEC Little Library 2	
APEC logos over the history of our orgnaization		APEC Logos	Includes logos with minor variations to these designs
Payment platforms and receipts (e.g., FirstData, Square, PayPal)		APEC PayPal	
Licenses, permits, and certifications - for live animals, etc.		APEC Permit	
Program presentations and videos used in educational programs		APEC Presentations	
Press releases for programs, fundraisierers, etc		APEC Press Release	
Accounting software (e.g., QuickBooks, Xero)		APEC QuickBooks	
Letters of support or recommendation		APEC Recommendation	
Designs submitted to redbubble.com to be used in merch creation (shirts, hats, bags, etc.) and the subsequent merch made using those designs		APEC Redbubble	
Business name in software licenses, license keys, and use agreements		APEC Service Agreement	

All social media (Facebook, Instagram, Twitter/X, TikTok, LinkedIn, etc.) including usernames, handles, bios, profile and header images, post content (captions, tweets, videos), visual branding (such as logos or watermarks in media), comments and interactions, tagged or mentioned content by others, pinned or highlighted posts, event listings, and private messages.	-	APEC Social Media	
Contracts, vendor agreements, leases of equipment		APEC Sole Vendor	
Cold emails and letters to businesses, schools, partners		APEC Sponsor Letter	
Staff and volunteer nametags		APEC Staff Tag	
SYEP Worksite Agreements		APEC SYEP	
Teams for staff scheduling, TEAMS meetings, etc.		APEC Teams	
Timesheets and payroll documents and payroll platforms		APEC Timesheet	
Trail maps for visitors to the center and directions to the center		APEC Trail Map	
QR codes that direct to business-named content		APEC Trail Map QR	
State and federal tax documents		APEC W-9	
APEC's official website and all pages included therein including logo use, meta titles and descriptions, alt text for image and file names, & URL structure and all data used by websites that have been used to create and host our website (currently Weebly)	<a href="#">Click Here</a>	APEC Website	Includes past versions of the website accessed through <a href="https://web.archive.org/">https://web.archive.org/</a>
Volunteer & Intern documents including applications		APEC Youth Volunteer	
APEC's YouTube account and channel including channel name, video titles, descriptions, watermarks, and content and any videos made by third-party accounts that mention or include APEC in any way	<a href="#">Click Here</a>	APEC YouTube	
SaaS tools (Zoom, Slack, Canva, Mailchimp, etc.)		APEC Zoom	
Mentions in news articles or media interviews	<a href="#">Click Here</a>		
Contact forms and public inquiries	<a href="#">Click Here</a>		
APEC's credit cards (currently Bank of America and The Home Depot) including past credit cards		x	
APEC's bank accounts (currently Alma Bank, Bank of America, Capital One, First Central Savings Bank, Flagstar, Flushing Bank, Maspeth Savings Bank, TD Bank) including past bank accounts		x	
Staff documents including applications, I-9 forms, W-2 forms, etc.		x	
Onboarding documents		x	
Email domain configuration (e.g., SPF/DKIM records)		x	
File metadata (e.g., business name as creator/owner)		x	
Embedded data in images, PDFs, or digital assets		x	



## APECofQueens

NY, United States • 19 designs • [View artist profile](#)[Shop products](#) [Explore designs](#)

## Filters

Shop 19 Results

Best Selling ▾

## Collection

All Collections

## Category

All Categories

Clothing

Kids &amp; Babies

Phone Cases

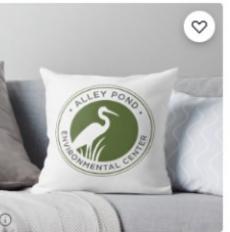
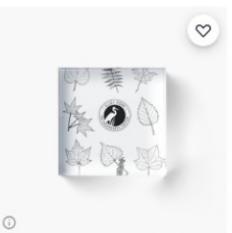
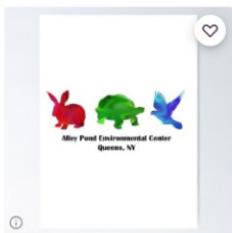
Stickers

Wall Art

Home &amp; Living

Stationery &amp; Office

Accessories



Force of Nature All Over Print Tote Bag

\$22.18

\$27.73 (20% off)

Luna Classic T-Shirt

\$17.49

\$24.99 (30% off)

IT'S BOON Classic T-Shirt

\$17.49

\$24.99 (30% off)

Protect the Earth Classic T-Shirt

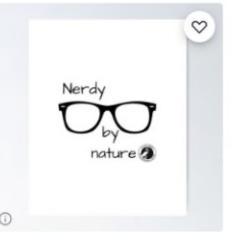
\$17.49

\$24.99 (30% off)

Alley Pond Environmental Center ...

\$18.25

\$24.33 (25% off)



APEC is the Place to Bee Sticker

From \$1.87

APEC 50th Anniversary Limited Edition T-Shirt

\$20.85

Green Gala Attire Boon Sticker

From \$1.87

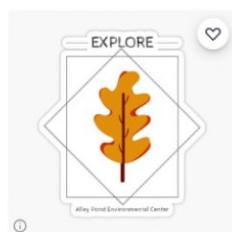
Limited Edition Holiday Merch! Sticker

From \$1.87

Nerdy by Nature Poster

\$12.29

\$16.39 (25% off)



Explore Sticker

From \$1.87

Earth Day, Everyday! Lightweight Hoodie

\$32.80

Respect your planet Sticker

From \$1.87

Mountains &amp; Trees Classic T-Shirt

\$17.49

\$24.99 (30% off)



## About APECofQueens

NY, United States • 19 designs

[Follow on Redbubble](#)



## College Internship Application

Thank you for your interest in the college internship program at Alley Pond Environmental Center. College interns are current undergraduate and graduate students who are looking for opportunities to gain experience in non-formal education, non-profit organizations, and/or animal care. We take college interns on a case-by-case basis throughout the year and priority is given to applicants doing an internship for school credit. All interns are held to a minimum 30-hour time commitment. Internships at APEC are unpaid at this time. Prospective interns will be contacted to schedule an interview. Please note that being contacted for an interview does not guarantee a spot as an intern.

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (cell) \_\_\_\_\_ (home) \_\_\_\_\_

Email \_\_\_\_\_ Age \_\_\_\_\_ Gender \_\_\_\_\_

School \_\_\_\_\_

Major \_\_\_\_\_ Year/Level \_\_\_\_\_

Does this internship fulfill a course requirement? (Circle one)      YES      NO

IF YES: How many hours does your school require? \_\_\_\_\_  
Do you need to complete a final project/paper as part of your course? (Circle one)      YES      NO

Which term do you prefer to intern?      SPRING      SUMMER      FALL      WINTER

APEC takes interns for the following positions. Please rank, in order of preference, which position(s) most interest you:

Early childhood education assistance \_\_\_\_\_ Elementary education assistance \_\_\_\_\_ Social media \_\_\_\_\_

Animal care \_\_\_\_\_ Grant research \_\_\_\_\_ Scientific research \_\_\_\_\_ Summer camp assistance \_\_\_\_\_

*PLEASE NOTE that APEC is **not** a research facility. While we try to accommodate all interns, we have limited space and resources for science-based research projects.*

Why would you like to intern at APEC? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How did you hear about our internship program? \_\_\_\_\_

Do you have any disabilities that would involve special accommodation? If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*We would like to know anything about you that would be helpful to APEC; it could be about your educational background, employment, other volunteer activities, hobbies and personal interests. Please share any information you feel would be applicable to your service at APEC.*

Hobbies and interests \_\_\_\_\_

Relevant coursework \_\_\_\_\_

Relevant job/volunteer experience \_\_\_\_\_



*Your application must include a current copy of your resume and a 500-word statement of purpose, which should include your internship requirements and goals, the type of work you hope to do as an intern, and what you would like to get out of the internship both academically and personally. Your application will not be considered if any component is missing or incomplete.*

I understand that the services rendered or to be rendered at APEC are completely voluntary. I understand that I am not compensated for any services given. I further relieve APEC from any liability or responsibility for any personal injury I might sustain while in pursuit of any labor or activity at APEC. Additionally, I understand that if I do not fulfill my responsibilities I can be terminated with one week's notice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian Signature (if under 18) \_\_\_\_\_

For questions or further info:  
Email: [contact@alleypond.org](mailto:contact@alleypond.org)  
Phone: (718) 229-4000

***Please return completed application to:***

*Alley Pond Environmental Center  
Attn: Volunteer Coordinator  
229-10 Northern Boulevard, Douglaston, NY 11362  
Phone (718)229-4000*



# CELEBRATING EARLY CHILDHOOD

2025 Annual Campaign

All money raised will go directly towards upgrades for our Early Childhood programs, classrooms, and experiences! All donations qualify you for benefits and special experiences! Check below for more information.

## A Note From Our Early Childhood Coordinator:



### Brenda Wiest



It wasn't until I was working as an actor in a science center that I realized how much I enjoyed using my talents to teach the little ones! This experience and my love for nature is what led me to APEC; where I get to teach in such a creative way that feeds my soul. Being the Early Childhood coordinator allows me to be a part of our community in a very fulfilling way and a part of the lives of the many future environmentalists that take part in our programs. Your contributions and support will go directly towards continuing and improving everything we do for our toddlers as they grow into the wonderful people I know they will be.

[DONATE HERE](#)

[SEE OUR WISH](#)

"A Child, more than anyone else, is a spontaneous observer of nature" - Maria Montessori





The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature oriented programs for all ages and visit the center's animal ambassadors. Please explore our website to learn more and register for programs.

Follow our journey on social media:



229-10 Northern Boulevard  
Douglaston, NY 11362



MAIN: (718) 229-4000



Email Us

[contact@alleypond.org](mailto:contact@alleypond.org)





# APEC'S 2024 GREEN GALA

## HONORING:

- Kirstin Callahan Austin:** Vice President, Helms Auto Group
- Gerrard P. Bushell, Ph.D:** President and CEO, The New Terminal One John F. Kennedy International Airport
- Leroy Street Studio and the New Alley Pond Environmental Center Design Team**

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**Alley Pond Environmental Center** is a nonprofit, environmental education organization in Queens dedicated to educating children and adults in the metropolitan area, protecting and preserving Alley Pond Park, open spaces and waterbodies, and advocating for sustainable environmental policies and practices. 2024 marks the opening of our brand-new environmental center!

We thank you for your continued support over these past 52 years and for celebrating with us during this momentous occasion in our history!

This year, our annual Green Gala is Thursday, April 11th, 2024

We hope we can count on you to support this event which allows us to continue to offer the environmental education programs for more than 72,000 children and adults per year.

Please feel free to call or email us with any questions you might have at 718-229-4000 or events@alleypond.com





Gala Table - \$1,250 for table for up to 10 people

TABLE FOR 10

Individual Tickets - \$150 for non-members &amp; \$135 for members

NON-MEMBER TICKET

MEMBER TICKET

# Become A Sponsor:

## Become A Sponsor of APEC's 2024 Green Gala

### Great Blue Heron Sponsorship - Outside Back Cover in Gala Journal plus:

- Two Premium Tables for 20 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$25,000

GREAT BLUE HERON

### Great Horned Owl Sponsorship - Inside Back Cover in Gala Journal plus:

- Two Premium Tables for 16 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$20,000

GREAT HORNED OWL

### Red-Tailed Hawk Sponsorship - Center Page in Gala Journal plus:

- Priority Table for 10 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$15,000

RED-TAILED HAWK

### Double-Crested Cormorant Sponsorship - Gold Page in Gala Journal plus:

- Priority Table for 8 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$10,000

DOUBLE-CRESTED CORMORANT

### Wood Duck Sponsorship - Silver Page in Gala Journal plus:

- Standard Table for 8 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$7,500

WOOD DUCK

### Blue Jay Sponsorship - Bronze Page in Gala Journal plus:

- 6 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$5,000

BLUE JAY

### Northern Cardinal Sponsorship - Full Page in Gala Journal plus:

- 4 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$2,500

NORTHERN CARDINAL

### Carolina Wren Sponsorship - Half Page in Gala Journal plus:

- 3 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$1,000

CAROLINA WREN

### Ruby-Throated Hummingbird Sponsorship - Quarter Page in Gala Journal plus:

- 2 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

\$500

RUBY-THROATED HUMMINGBIRD

Thank You For Your Continued Support!

(718) 229-4000  
contact@alleypond.org229-10 Northern Boulevard  
Douglaston, NY 11362



## Be A Part Of Our Green Gala Journal:

**Show Your Support For  
APEC's 2024  
Green Gala  
Journal**

<b>Back Cover - 7.5" x 10.5" - \$1,000</b>	<b>BACK COVER AD</b>
<b>Inside Cover - 7.5" x 10.5" - \$1,000</b>	<b>INSIDE COVER AD</b>
<b>Center Page - 7" x 9.5" - \$800</b>	<b>CENTER PAGE AD</b>
<b>Gold Page - 7" x 9.5" - \$700</b>	<b>GOLD PAGE AD</b>
<b>Silver Page - 7" x 9.5" - \$600</b>	<b>SILVER PAGE AD</b>
<b>Bronze Page - 7" x 9.5" - \$500</b>	<b>BRONZE PAGE AD</b>
<b>Full Page - 7" x 9.5" - \$400</b>	<b>FULL PAGE AD</b>
<b>Half Page - 7" x 4.625" - \$250</b>	<b>HALF PAGE AD</b>
<b>Quarter Page - 3.375" x 4.625" - \$125</b>	<b>QUARTER PAGE AD</b>
<b>Eighth Page - 3.375" x 2.25" - \$75</b>	<b>EIGHTH PAGE AD</b>

**BACK COVER AD****INSIDE COVER AD****CENTER PAGE AD****GOLD PAGE AD****SILVER PAGE AD****BRONZE PAGE AD****FULL PAGE AD****HALF PAGE AD****QUARTER PAGE AD****EIGHTH PAGE AD**

\*The deadline to receive sponsorships & journal ads is Friday, March 2 2024

## Join Our 50/50 Raffle:



Drawing  
April 11th,  
2024

## 50/50 Raffle



(718) 229-4000  
contact@alleypond.org

229-10 Northern Boulevard  
Douglaston, NY 11362

1 for \$10  
3 for \$25

**50/50 TICKETS**

\*Winner need not be present to be eligible. There is no obligation to make a contribution to enter the raffle.

The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature-oriented programs for all ages and visit the center's animal ambassadors. Please explore our website to learn more and register for programs.



229-10 Northern Blvd.  
Douglaston, NY 11362



MAIN: (718) 229-4000



Email Us  
contact@alleypond.org

Follow our journey on social media:



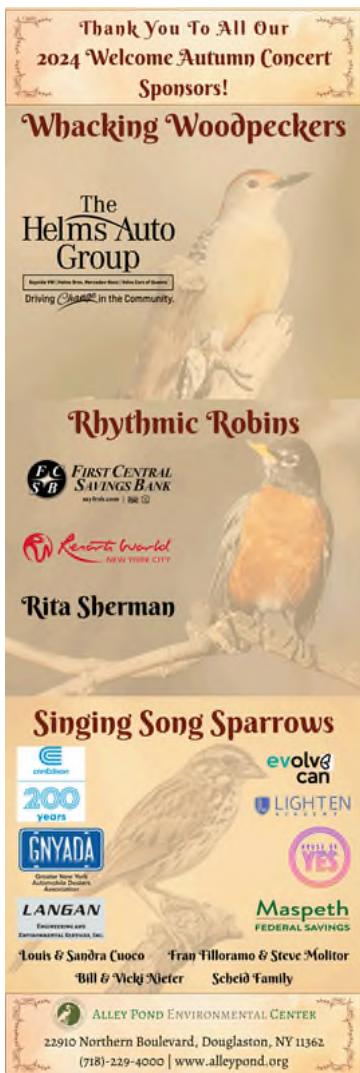


# APEC'S 2024 WELCOME AUTUMN CONCERT

Thank You To Our 2024 Welcome Autumn Concert Sponsors!

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Alley Pond Environmental Center is a nonprofit organization in Queens enriching New York City community members on sustainability and the need to together to save our planet. We are bringing back our Welcome Autumn Concert in 2024 as we continue the celebration of our brand-new environment.

We thank you for your support over these past 52 years!

This year, our 2024 Welcome Autumn Concert is on Saturday, September 14th, 2024 (Rain or Shine) and will feature Folk Rock Harmony Trio: Gathering Time!

We hope we can count on you to support this event which allows us to continue to offer the environmental education programs for more than 72,000 adults per year.

Please feel free to call or email us with any questions you might have at 718-229-4000 or events@alleypond.com.



## Tickets:

\$30 per person

\$20 for children under 13  
(must be accompanied by an ad

[PURCHASE ADULT TICKETS HERE](#)

[PURCHASE CHILD TICKETS HERE](#)

## Become A Sponsor!

**Become A Sponsor of  
Alley Pond Environmental Center's  
Welcome Autumn Concert!**

Sponsorship Package	Description	Cost
Orchestrating Osprey Sponsorship - 15 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Banner Placement At Concert</li> <li>Sponsorship Listing On Invitation (if received before 8/1/2024)</li> <li>Tabling Opportunity At Concert</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$10,000
Entertaining Egrets Sponsorship - 10 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Banner Placement At Concert</li> <li>Sponsorship Listing On Invitation (if received before 8/1/2024)</li> <li>Tabling Opportunity At Concert</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$7,500
Musical Mallards Sponsorship - 5 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Banner Placement At Concert</li> <li>Sponsorship Listing On Invitation (if received before 8/1/2024)</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$5,000
Whacking Woodpeckers Sponsorship - 4 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$2,500
Rhythmic Robins Sponsorship - 3 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$1,000
Singing Song Sparrows Sponsorship - 2 Tickets To The Concert plus:	<ul style="list-style-type: none"> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> <li>Recognition On Sign That Is Displayed At Concert, At Center, And On APEC's Webpage For One Year</li> </ul>	\$500

**Thank You For Your Continued Support!**

(718) 229-4000  
contact@alleypond.org

229-10 Northern Boulevard  
Douglaston, NY 11362

**ORCHESTRATING OSPREY SPONSORSHIP**

**ENTERTAINING EGRETS SPONSORSHIP**

**MUSICAL MALLARDS SPONSORSHIP**

**WHACKING WOODPECKERS SPONSORSHIP**

**RHYTHMIC ROBINS SPONSORSHIP**

**SINGING SONG SPARROWS SPONSORSHIP**

## Join Our 50/50 Raffle!

**APEC's 2024 Welcome Autumn Concert  
50/50 Raffle**

**1 for \$10 or 3 for \$25**

**Drawing on Saturday, September 14th, 2024  
at Alley Pond Environmental Center  
5:00 pm**

**Winner of 50/50 Raffle collects half the money raised**

*\*Winner need not be present to be eligible.  
There is no obligation to make a contribution to enter the raffle*

**JOIN RAFFLE HERE**

The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature-oriented programs.

programs for all ages and visit the center's animal ambassadors. Please explore our website to learn and register for programs.

Follow our journey on social media:



**229-10 Northern Boulevard**  
**Douglaston, NY 11362**

**MAIN: (718) 229-4000**

**Email Us**

[contact@alleypond.org](mailto:contact@alleypond.org)



[Check out our privacy policy here](#)





# GIVING TUESDAY 2024

Help Me, Super-Quinn, And Be A Hero For  
APEC's Animal Ambassadors!



All money raised will go directly towards covering the vital veterinary care that ensures our beloved Ambassadors stay happy and healthy

[DONATE HERE!](#)

## See Super-Quinn's Progress!





## All Our Animals Thank You For Your Support!

The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature-oriented programs for all ages and visit the center's animal ambassadors. Please explore our website to learn more and register for programs.

Follow our journey on social media:



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Douglaston, NY 11362



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Email Us

[contact@alleypond.org](mailto:contact@alleypond.org)



# PAID POSITIONS



Alley Pond Environmental Center (APEC) is currently accepting resumes. Check below to see the positions that are currently available.

---

**Environmental Educator** - Per-Diem (available at least 3 weekdays, weekend availability is a must be able to commit to a minimum of 6 months)  
[Click here for the job description and how to apply](#)

**Birthday Educator** - Per-Diem (available both Saturday and Sunday, must be able to commit minimum of 6 months)  
[Click here for the job description and how to apply](#)





# Per-Diem Educators

Starting Rate: \$18.75/hr

**Do you like working with kids and animals?**

APEC strives to educate children in the New York metropolitan area to develop a love and respect for animals and nature. We are currently hiring per-diem educators. This is a wonderful opportunity for college students studying education or environmental science and recently retired teachers who have a genuine love of nature. Flexible schedule works well for parents of school-age children with teaching or science background.

**QUALIFICATIONS:**

- \* Experience working with children
- \* Kind and friendly demeanor with children (Toddlers-Middle Schoolers)
- \* Comfortable handling small mammals, birds, reptiles (snakes and turtles), insects and other animals
- \* Excellent speaking skills
- \* Energetic and outgoing personality
- \* Ability to adapt to changing situations
- \* Background in science, environmental education, or teaching a plus



**RESPONSIBILITIES:**

- \* Conduct class visits and other children's programs both on the premises and at various schools throughout the five boroughs and Nassau County, as scheduled.
- \* **MUST** be available at least 3 weekdays, weekend availability is a plus
- \* **MUST** be able to commit to a minimum of 6 months for the position
- \* Valid driver's license and car to conduct outreach programs preferred

**INTERESTED?**

**Send Your Resume & Cover Letter To:**  
contact@alleypond.org

# Birthday Educators

Starting Rate: \$18.75/hr

Alley Pond Environmental Center strives to educate children in the New York metropolitan area to develop a love and respect for animals and nature. We are currently hiring per-diem educators to lead birthday parties on the weekend. This is a wonderful opportunity for college students studying education or environmental science and recently retired teachers who have a genuine love of nature and working with kids.

**QUALIFICATIONS:**

- \* Experience working with children
- \* Kind and friendly demeanor with children (Toddlers-Middle Schoolers)
- \* Comfortable handling small mammals, birds, reptiles (snakes and turtles), insects and other animals
- \* Excellent speaking skills
- \* Energetic and outgoing personality
- \* Ability to adapt to changing situations and control groups of children
- \* Must be comfortable dealing with parents in addition to children
- \* Must be able to legally work in the U.S.
- \*Background in science, environmental education or teaching is a plus



**RESPONSIBILITIES:**

- \* Lead birthday parties for group 20 children. This will include general programs and more specialized care and survivor parties for older children
- \* **MUST** be available both Saturday and Sunday
- \* **MUST** commit to position for a minimum of 6 months
- \* Valid driver's license and a car are required
- \* New hires must undergo a background check

**INTERESTED?**

**Send Your Resume & Cover Letter To:**  
contact@alleypond.org

Check back soon for more openings!

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229-10 Northern Blvd.  
Douglaston, NY 11362



MAIN: (718) 229-4000



Email Us  
contact@alleypond.org

Follow our journey on social media:

[Privacy Policy](#) | [Diversity & Inclusion Statement](#)





# APEC'S 2025 GREEN GALA

## HONORING:

- Bernadette Kelly - Director of Organizing & Strategic Partnerships  
Teamsters Local 210**
- DADRAS ARCHITECTS - Robert Dadras and Victor Dadras, partners**

**Alley Pond Environmental Center** is a nonprofit, environmental education organization in Queens dedicated to educating children and adults in the metropolitan area, protecting and preserving Alley Pond Park, open spaces and waterbodies, and advocating for sustainable environmental policies and practices.

We thank you for your continued support over these past 53 years and for celebrating with us during this momentous occasion in our history!

This year, our annual Green Gala is Thursday, October 23rd, 2025 from 6 p.m. to 9 p.m.  
at Terrace on the Park (52-11 111th St, Queens, NY 11368)

We hope we can count on you to support this event which allows us to continue to offer the environmental education programs for more than 72,000 children and adults per year.

Please feel free to call or email us with any questions you might have at (718) 229-4000 or [contact@alleypond.org](mailto:contact@alleypond.org)

## Buy Tickets:

Gala Table - \$1,250 for table of up to 10 people

[TABLE FOR 10](#)



Individual Tickets - \$150 for non-members &amp; \$135 for members

NON-MEMBER TICKET

MEMBER TICKET

# Become A Sponsor:

Become A Sponsor of APEC's 2025 Green Gala (10/23/2025)

	<b>Great Blue Heron Sponsorship - Outside Back Cover in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>Two Premium Tables for 20 People</li> <li>Recognition Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> </ul>	<ul style="list-style-type: none"> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>	<b>\$25,000</b>	<b>GREAT BLUE HERON</b>
	<b>Great Horned Owl Sponsorship - Inside Back Cover in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>Two Premium Tables for 16 People</li> <li>Recognition Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> </ul>	<ul style="list-style-type: none"> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>	<b>\$20,000</b>	<b>GREAT HORNED OWL</b>
	<b>Red-Tailed Hawk Sponsorship - Center Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>Priority Table for 10 People</li> <li>Recognition Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> </ul>	<ul style="list-style-type: none"> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>	<b>\$15,000</b>	<b>RED-TAILED HAWK</b>
	<b>Double-Crested Cormorant Sponsorship - Gold Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>Priority Table for 8 People</li> <li>Recognition Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> </ul>	<ul style="list-style-type: none"> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>	<b>\$10,000</b>	<b>DOUBLE-CRESTED CORMORANT</b>
	<b>Wood Duck Sponsorship - Silver Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>Standard Table for 8 People</li> <li>Recognition Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Donation Acknowledgement on Facebook/Instagram/etc.</li> </ul>	<ul style="list-style-type: none"> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>	<b>\$7,500</b>	<b>WOOD DUCK</b>
	<b>Blue Jay Sponsorship - Bronze Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>6 Tickets to Gala</li> <li>Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>		<b>\$5,000</b>	<b>BLUE JAY</b>
	<b>Northern Cardinal Sponsorship - Full Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>4 Tickets to Gala</li> <li>Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>		<b>\$2,500</b>	<b>NORTHERN CARDINAL</b>
	<b>Carolina Wren Sponsorship - Half Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>3 Tickets to Gala</li> <li>Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>		<b>\$1,000</b>	<b>CAROLINA WREN</b>
	<b>Ruby-Throated Hummingbird Sponsorship - Quarter Page in Gala Journal plus:</b>	<ul style="list-style-type: none"> <li>2 Tickets to Gala</li> <li>Sponsorship Listing in Gala Journal</li> <li>Signage Opportunities at Gala</li> <li>Company on "Thank You Poster" at APEC and on Webpage for 1 Year</li> </ul>		<b>\$500</b>	<b>RUBY-THROATED HUMMINGBIRD</b>

Thank You For Your Continued Support!

(718) 229-4000  
contact@alleypond.org229-10 Northern Boulevard  
Douglaston, NY 11362

\*The deadline to receive sponsorships & journal ads is Wednesday, Oct 1st, 2025

# Be A Part Of Our Green Gala Journal:

Show Your Support For APEC's 2025 Green Gala Journal	
Back Cover - 7.5" x 10.5" - \$1,000	<a href="#">BACK COVER AD</a>
Inside Cover - 7.5" x 10.5" - \$1,000	<a href="#">INSIDE COVER AD</a>
Center Page - 7" x 9.5" - \$800	<a href="#">CENTER PAGE AD</a>
Gold Page - 7" x 9.5" - \$700	<a href="#">GOLD PAGE AD</a>
Silver Page - 7" x 9.5" - \$600	<a href="#">SILVER PAGE AD</a>
Bronze Page - 7" x 9.5" - \$500	<a href="#">BRONZE PAGE AD</a>
Full Page - 7" x 9.5" - \$400	<a href="#">FULL PAGE AD</a>
Half Page - 7" x 4.625" - \$250	<a href="#">HALF PAGE AD</a>
Quarter Page - 3.375" x 4.625" - \$125	<a href="#">QUARTER PAGE AD</a>
Eighth Page - 3.375" x 2.25" - \$75	<a href="#">EIGHTH PAGE AD</a>

\*The deadline to receive sponsorships & journal ads is Wednesday, October 1st, 2025

## Join Our 50/50 Raffle:

Alley Pond Environmental Center's  
2025 Green Gala  
50/50 Raffle

**Drawing  
10/23/2025**

(718) 229-4000  
contact@alleypond.org



**1 for \$10  
3 for \$25**

**50/50 TICKETS**

\*Winner need not be present to be eligible. There is no obligation to make a contribution to enter the raffle.

The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature-oriented programs for all ages and visit the center's animal ambassadors. Please explore our website to learn more and register for programs.



229-10 Northern Blvd.  
Douglaston, NY 11362



MAIN: (718) 229-4000



Email Us  
[contact@alleypond.org](mailto:contact@alleypond.org)

Follow our journey on social media:



[https://www.qchron.com/qboro/stories/new-home-same-goal-apec-hones-in-on-ecology/article\\_54584958-8bbd-5a54-b7d8-1de935e6002d.html](https://www.qchron.com/qboro/stories/new-home-same-goal-apec-hones-in-on-ecology/article_54584958-8bbd-5a54-b7d8-1de935e6002d.html)

## New home, same goal: APEC hones in on ecology

by Stephanie G. Meditz, qboro contributor

Dec 14, 2023



The Alley Pond Environmental Center's open-house event included guided nature walks along the park's lush trails rife with animal species.

PHOTO BY STEPHANIE G. M

Last Saturday's unseasonably warm weather complemented the wildlife in the 635 acres of parkland outside the Alley Pond Environmental Center as the group welcomed the community to its new building.

At its first open house since its new building's completion, APEC inspired visitors' green thumbs with nature walks in Alley Pond Park, storytimes, a concert and sneak peeks of upcoming programs.

"We've been gone for four years, so some people may not be familiar in this area with what we do, and that was our goal ... just have people come in and have a good time," APEC Executive Director Irene Scheid said.

Amy Fox brought her son to APEC to appease his interest in nature, but also to enjoy some time outdoors.

"I think it's great to just have a space where people can learn about all of these things and also just the outdoor space. Having healthy activities available to the public is a great option," she said.

Danielle Chazan likewise thought her 5-year-old daughter might like to see the animals. "I think [APEC] gives [kids] a hands-on experience and an opportunity to see certain animals that might not be native to us, and they might not see on a regular basis," she said.

Even familiar animals intrigued APEC's youngest environmentalists — kids oohed and ahhed when they rolled over a log and saw the insect and fungi species residing on its underside.

The open house also displayed tables highlighting reptiles, birds and other creatures that might pique kids' interests.

For Scheid, it's never too early for youngsters to learn about the environment, as she recalled her 18-month-old nephew's experience attending a class on water conservation at APEC.

"He went to visit his great-grandmother upstate, who had well water running, and she had to run the water to get it clear and he yelled at her," she said. "You can teach them as young as 18 months old some of the concepts that are very important to preserve our planet and keep our natural areas the way that we want them kept."

APEC Board President Michael Agnello recalled that a fellow board member's granddaughter learned how caterpillars become butterflies at APEC, and he said her smile was "worth a million dollars."

"Putting myself in that kid's place, wouldn't you want to know more about nature and what it has to offer?" Agnello said.

Children ages 9 to 12 can learn about animals' special types of intelligence at Vet Tech 101 this Saturday, Dec. 16. Other classic programming includes Bird Brains, where children ages 6 to 8 can meet three different types of birds on an outdoor excursion.

Adults might enjoy a relaxing afternoon on a guided nature walk or forest therapy walk. Just in time for Valentine's Day, they can attend a fused-glass jewelry workshop on Jan. 21.

All events are listed at [alleypond.org](http://alleypond.org).

"We're here, we're back, and we're ready to do our programming," Scheid said.

Aiming to practice what it preaches about sustainability, APEC hopes to receive gold Leadership in Energy and Environmental Design certification with its geothermal heating and cooling system, rainwater collection system and solar tunnels that eliminate the need for fluorescent bulbs.

"A long time waiting for this, so it's a beautiful finish," Agnello said.

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# Alley Pond Environmental Center

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## Welcome to Alley Pond Environmental Center (APEC)

For over 50 years, we have strived to educate children and adults in the New York metropolitan area, protect and preserve Alley Pond Park, open spaces and waterbodies, and advocate for sustainable environmental policies and practices. [Click here to learn more and visit our center.](#)



**Join Molly the Magnificent This Giving Tuesday (12/2/25)!**

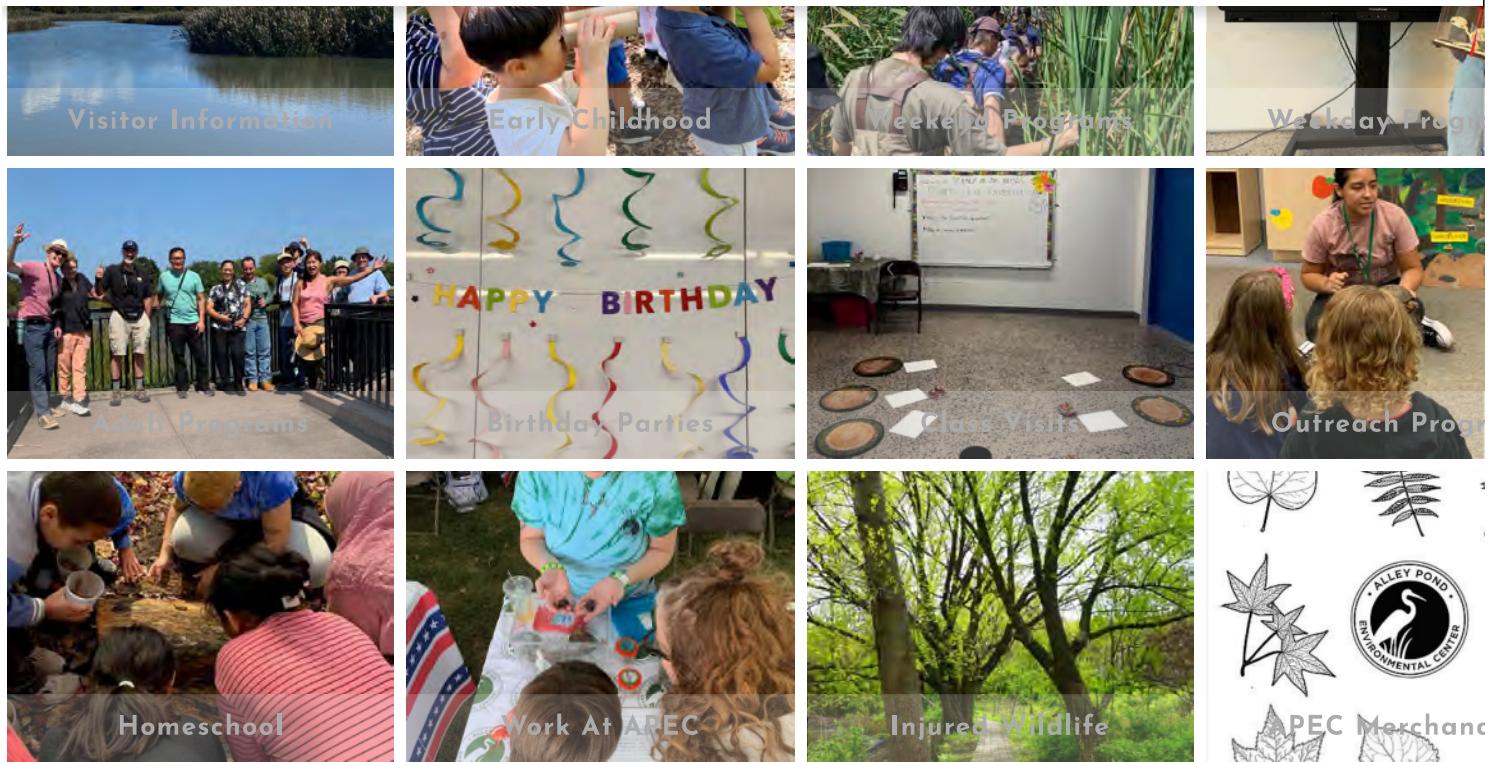
[Click Here To Learn More](#)

### **To all visitors:**

We have moved to our new home at 229-10 Northern Boulevard, Douglaston, NY 11362!

Please note: APEC is not a wildlife rescue or rehabilitator and we are not licensed to handle wild animals. **Please click here for a full list of wild rehabilitators.**

If you are looking to rehome an animal, **please click here for a full list of resources for rehoming domesticated or wild animals.**



## Hours & Parking

Our building and animal room is open to the public 7 days a week, except for major holidays.

**Most weekdays, Monday - Friday, APEC is open from 9:00 am to 4:30 pm.**

**Most fall weekends, APEC is open from 11:00 am to 1:00 pm.**

We may be open longer some weekends depending on events and are closed some holidays. Call ahead coming in on a weekend or on a holiday.

Our building is ADA accessible. Our parking lot and walking trails are open from dawn to dusk, year even when the center is closed.

Parking and entrance to the building and grounds is free, but we do have a suggested donation of \$5 per person. You can contribute right at the front desk of APEC if you wish to do so!

**Please note APEC is not a licensed rehabilitator and cannot take in injured or orphaned wildlife. [I click here for a full list of wildlife rehabilitators.](#)**

## Upcoming Events

## Support Us





# DRIVE!

for City Harvest



Throughout the city many struggle to feed their families. As we approach the holiday season you can give back to the community by contributing to our food drive.

We will be collecting sealed non-perishable items. We cannot accept anything perishable, opened, homemade or expired.

The most needed items are: canned fruits & veggies, canned proteins, peanut butter in plastic containers & packaged cereal

For questions call (718) 229-4000 or email contact@alleypond.org


[VIEW OUR AMAZON WISHLIST](#)
[DONATE](#)

# Thank You To All Our Sponsors!

Thank You To All The Sponsors Of  
Alley Pond Environmental Center's  
2025 Green Gala

**WOOD DUCK**

The Helms Auto Group  
Driving Quality in the Community

Resorts World NEW YORK CITY

**BLUE JAY**

200 years

FRAN FILLORAMO & STEVE MOLITOR  
RITA SHERMAN

**NORTHERN CARDINAL**

ALMA BANK  
nationalgrid

TERRI & ED THOMSON

**CAROLINA WREN**

DADRAS  
ARCHITECTS

RICHARD & SUSAN BLUM

GWTT

**RUBY-THROATED HUMMINGBIRD**

MIKE & LINDA AGNELLO  
CHRISTOPHER CAMPESSE  
SANDRA & LOUIS CUOCO  
BILL & VICKI NIETER

KEITH DEMATTEIS **LANGAN** SCHEID FAMILY

ALLEY POND ENVIRONMENTAL CENTER

229-10 Northern Boulevard,  
Douglaston, NY, 11362  
(718)-229-4000  
[www.alleypond.org](http://www.alleypond.org)



## Contact Us

Stay up to date with all things APEC. Subscribe to our newsletter below for special events and offers!

Have a question? Contact us by email.

**Our Address:** 229-10 Northern Blvd., Douglaston, NY 11362

- APEC is located on Northern Boulevard, just east of the Cross Island Parkway.
- **Public Transportation:** Buses include the Q12

**Please note APEC is not a licensed rehabilitator and cannot take in injured or orphaned wildlife.**

**Currently, we are not taking in any new animals.**

\* Indicates required field

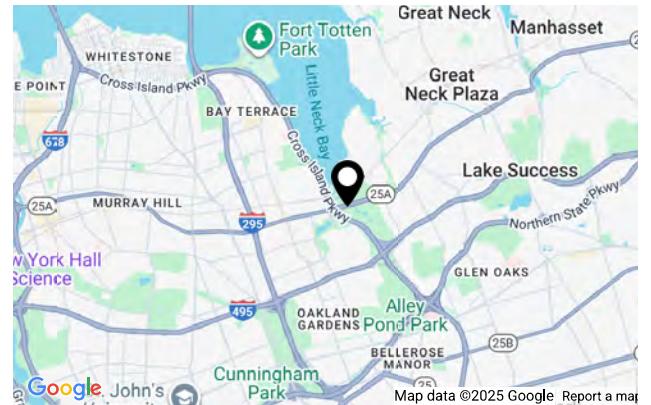
**Name \***

First

Last

**Email \***

**Comment \***



**SUBMIT**

**Don't miss another APEC event or special offer!**

\* Indicates required field

**Email \***

I agree to receiving marketing and promotional materials \*

**SUBSCRIBE TO APEC'S NEWSLETTER**



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The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome to attend one of APEC's many nature-oriented programs for all ages and visit the center's animal ambassadors. Please explore our website to learn more and register for programs.

Follow our journey on social media:



229-10 Northern Blvd.  
Douglaston, NY 11362



MAIN: (718) 229-4000



Email Us  
[contact@alleypond.org](mailto:contact@alleypond.org)



**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):            Office of Parks, Recreation and Historic Preservation            NYS OPRHP 625 Broadway, 2nd floor            Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT ID: PRK01 1290000            CONTRACT NUMBER:            PRK01-C00027GG-1290000            CONTRACT TYPE (select one):  <input checked="" type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:            ALLEY POND ENVIRONMENTAL CENTER INC</p>	<p>TRANSACTION TYPE:  <input type="checkbox"/> New  <input type="checkbox"/> Renewal (list periods) :  <input checked="" type="checkbox"/> Amendment (list periods) : 1, 2, 3, 4, 5</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:            NYS Vendor ID Number: 1000011643            Federal Tax ID Number: 112405466</p>	<p>PROJECT NAME: Alley Pond ZBGA-21-NY-27            ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:            229-10 Northern Blvd            Douglaston, NY 11362</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:            kbryson@alleypond.org</p>	<p>CONTRACTOR STATUS:  <input type="checkbox"/> For Profit  <input type="checkbox"/> Municipality  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input checked="" type="checkbox"/> Not-For- Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM:            From: 04/01/2021 To: 03/31/2026</p> <p>AMENDED TERM:            From:            To:</p>	<p>CONTRACT FUNDING AMOUNT  <i>(Fixed Term – enter current period amount;            Simplified Renewal – enter cumulative amount to date;            Multi-year – enter total projected amount of the contract):</i></p> <p>CURRENT: \$351,230.00</p> <p>AMENDED: \$395,293.00</p> <p>FUNDING SOURCE(S)  <input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>

## STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

### ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
  - A-1 Agency Specific Terms and Conditions
  - A-2 Program Specific Terms and Conditions
  - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-4 Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

# STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: ALLEY POND ENVIRONMENTAL CENTER INC

By: Katherine Bryson

Printed Name

Title: Executive Assistant

Date: 08/29/2024

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

Office of Parks, Recreation and Historic Preservation

By: Beatrice L Gamache

Printed Name

Title: Director, Grants Bureau

Date: 09/03/2024

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: Benjamin Maggi

Printed Name

Title: Section Chief

Date: 10/02/2024

STATE COMPTROLLER'S SIGNATURE

By: Laura Coyle

Printed Name

Title: Contract Management Specialist 1

Date: 10/07/2024

# STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

## WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

## STANDARD TERMS AND CONDITIONS

### I. GENERAL PROVISIONS

**A. Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)<sup>1</sup>, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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<sup>1</sup> For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

- I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

**N. Renewal:**

- 1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
- 2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and conditions referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State

("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## **II. TERMINATION AND SUSPENSION**

### **A. Termination:**

#### **1. Grounds:**

- a) **Mutual Consent:** The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) **Cause:** The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) **Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) **Force Majeure:** Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

#### **2. Effect of Notice and Termination on State's Payment Obligations:**

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

**3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:**

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

**III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

**A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
- iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

**G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
  - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
  - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT**

**PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic  
Development  
Division for Small Business and  
Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic  
Development  
Division of Minority and Women's  
Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
Email: <mailto:mwbebusinessdev@esd.ny.gov>  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:  
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1**  
**AGENCY SPECIFIC TERMS AND CONDITIONS**

**A. Notice.** For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):

1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.
2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.

**B. Payment** shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

**C. Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.

**D.** It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

**E. Non-Discrimination:**

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

**F. Termination.** In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

**G.** Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law**.

**H. Non-Sectarian Purposes.** The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

**I. Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

**J. Preservation of Historic Properties.** It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

**K. Post-Completion Requirements.** Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

**L. Construction Requirements.** If the Project described in this Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.
2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

**M.** At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

**N.** The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

**ATTACHMENT A-2**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**  
**ZOOS, BOTANICAL GARDENS and AQUARIA**

- A. Funding for this project is funded through the New York State Environmental Protection Fund (EPF) and is administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or Agency).
- B. **Collections Care Costs (CCC)** are expenses directly related to the care, security and interpretation of the collections. Collections Care Costs are defined, in general, as animal or plant food, exhibit maintenance, and payroll expenses for those staff who work directly with the interpretation of the collections for the public.

Funding may be requested for costs incurred in maintaining existing institutional programs and services or for the initiation of new or expanded programs and services, exhibit rehabilitation.

The recipient institution should include specific collections care costs; these costs, as funded, will be restricted contractually and must be accounted for as distinct from all other collections care costs documented by the institution. Reimbursement should NOT be requested to support research activities or activities that solely benefit restricted institutional membership groups or for service outside New York State.

If the need arises during a contract period to shift funds from one contracted collection care cost to another, a request for **amendment** should be forwarded for approval by OPRHP.

- C. **Procurement:** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
  - 1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.
  - 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.
- D. **Reimbursement** requests comprise of 1) a State Aid Voucher, 2) ZGA Expense Summary Report, and 3) Grantee Certification. These documents can be found on the Grant Forms & Resources page <https://parks.ny.gov/grants/forms-resources.aspx>.

**Backup documentation for all expenses must be readily available to be provided electronically within two business days upon request but should not be submitted with reimbursement requests.**

Backup can take various forms including, but not limited to, copies of receipts, invoices, payroll registers, IRS form 941, employee signed and approved time sheets, check registers, bank statements and canceled checks.

Reimbursement requests should be submitted by e-mail to [ZBGAGrants@parks.ny.gov](mailto:ZBGAGrants@parks.ny.gov). Reimbursement cannot occur prior to contract execution and receipt by the Agency of a valid request. Reimbursements will be processed through the Statewide Financial System via Automated Clearing House (ACH) transfer. In some cases, an ACH transfer may combine multiple grant reimbursement(s) with payments from other NYS programs or agencies. Detailed payment information can be obtained using the NYS Vendor Self-Service Portal Leaving New York State Parks (select "Vendor Portal Login").

## ATTACHMENT B - BUDGET

### Contract Periods

Contract Type: Multi Year  
Contract Term: 04/01/2021 - 03/31/2026  
Contract Amount: \$395,293.00

#### Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

#### Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	04/01/2021 - 03/31/2022	\$70,246.00			Y	Y
2	04/01/2022 - 03/31/2023	\$0.00		\$86,682.00	Y	Y
3	04/01/2023 - 03/31/2024	\$70,246.00		\$86,456.00	Y	Y
4	04/01/2024 - 03/31/2025	\$70,246.00		\$84,817.00	Y	Y
5	04/01/2025 - 03/31/2026	\$70,246.00		\$67,092.00	N	N

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT  
SUMMARY**

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
 CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
 CONTRACT PERIOD NUMBER: 1  
 CONTRACT PERIOD: From: 04/01/2021  
 To: 03/31/2022

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$60,246.80	\$0.00	\$60,246.80	\$0.00	0%	\$0.00	\$60,246.80
b) FRINGE	\$3,010.00	\$0.00	\$3,010.00	\$0.00	0%	\$0.00	\$3,010.00
<b>Subtotal</b>	<b>\$63,256.80</b>	<b>\$0.00</b>	<b>\$63,256.80</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$63,256.80</b>
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$6,989.20	\$0.00	\$6,989.20	\$0.00	0%	\$0.00	\$6,989.20
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$6,989.20</b>	<b>\$0.00</b>	<b>\$6,989.20</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$6,989.20</b>
<b>Total</b>	<b>\$70,246.00</b>	<b>\$0.00</b>	<b>\$70,246.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$70,246.00</b>

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***JUSTIFICATION***

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
**PERSONAL SERVICES DETAIL WORKSHEET**

<b>SALARY</b>									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Full Time Maintenance	\$55,036.80	40.00	90.00	12.00	\$45,036.80	\$0.00	0%	\$0.00	\$45,036.80
2. "Maintenance Assistant "	\$37,440.00	40.00	81.00	6.00	\$15,210.00	\$0.00	0%	\$0.00	\$15,210.00
				<b>Sub Total</b>	\$60,246.80	\$0.00	0%	\$0.00	\$60,246.80

<b>FRINGE</b>									
TYPE/DESCRIPTION									
1. Retirement Plan for Full-time Employees					\$510.00	\$0.00	0%	\$0.00	\$510.00
2. Opt-Out Insurance					\$2,500.00	\$0.00	0%	\$0.00	\$2,500.00
				<b>Sub Total</b>	\$3,010.00	\$0.00	0%	\$0.00	\$3,010.00
				<b>Personal Services Total</b>	\$63,256.80	\$0.00	0%	\$0.00	\$63,256.80

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***PERSONAL SERVICES DETAIL WORKSHEET***

PERSONAL SERVICES NARRATIVE - FRINGE

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET – OPERATING EXPENSES***

OPERATING EXPENSES TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Animal Supplies and Maintenance Supplies "	\$6,989.20	\$0.00	0%	\$0.00	\$6,989.20
<b>Total</b>	<b>\$6,989.20</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$6,989.20</b>

**OPERATING EXPENSES NARRATIVE**

Supplies necessary to maintain Food and Housing for our Ambassador Animals. and maintenance supplies necessary for keeping there habitats clean.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT  
SUMMARY**

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
 CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
 CONTRACT PERIOD NUMBER: 2  
 CONTRACT PERIOD: From: 04/01/2022  
 To: 03/31/2023

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$60,246.80	\$26,435.20	\$86,682.00	\$0.00	0%	\$0.00	\$86,682.00
b) FRINGE	\$3,010.00	(\$3,010.00)	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$63,256.80</b>	<b>\$23,425.20</b>	<b>\$86,682.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$86,682.00</b>
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$6,989.20	(\$6,989.20)	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$6,989.20</b>	<b>(\$6,989.20)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$70,246.00</b>	<b>\$16,436.00</b>	<b>\$86,682.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$86,682.00</b>

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***JUSTIFICATION***

Period 2 budget supports the ZBGA Natural Heritage Collection.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
**PERSONAL SERVICES DETAIL WORKSHEET**

<b>SALARY</b>										
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS	
1. Head of Operations	\$65,208.00	40.00	73.59	0.00	\$47,987.76	\$0.00	0%	\$0.00	\$47,987.76	
2. Assistant to Head of Operations	\$42,993.60	40.00	90.00	0.00	\$38,694.24	\$0.00	0%	\$0.00	\$38,694.24	
					<b>Sub Total</b>	\$86,682.00	\$0.00	0%	\$0.00	\$86,682.00
<b>FRINGE</b>										
TYPE/DESCRIPTION										
1.					\$0.00	\$0.00	0%	\$0.00	\$0.00	
					<b>Sub Total</b>	\$0.00	\$0.00	0%	\$0.00	\$0.00
					<b>Personal Services Total</b>	\$86,682.00	\$0.00	0%	\$0.00	\$86,682.00

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
**PERSONAL SERVICES DETAIL WORKSHEET**

**PERSONAL SERVICES NARRATIVE – SALARY**

The Head of Operations and Assistant to Head of Operations are responsible for caring for the grounds, animal ambassadors, and associated facilities at APEC.

**PERSONAL SERVICES NARRATIVE - FRINGE**

Employees contribute up 10% of their salaries, APEC contributes up to 1%.  
Full-time employees have option to opt-out of health coverage by APEC.

**ATTACHMENT BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET -***

TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**NARRATIVE**

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT  
SUMMARY**

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
 CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
 CONTRACT PERIOD NUMBER: 3  
 CONTRACT PERIOD: From: 04/01/2023  
 To: 03/31/2024

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$86,456.00	\$86,456.00	\$0.00	0%	\$0.00	\$86,456.00
b) FRINGE	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>	<b>\$86,456.00</b>	<b>\$86,456.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$86,456.00</b>
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$0.00</b>	<b>\$86,456.00</b>	<b>\$86,456.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$86,456.00</b>

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***JUSTIFICATION***

Period 3 budget supports the ZBGA Natural Heritage Collection.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
**PERSONAL SERVICES DETAIL WORKSHEET**

<b>SALARY</b>										
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS	
1. Head of Operations	\$65,208.00	40.00	73.25	0.00	\$47,761.76	\$0.00	0%	\$0.00	\$47,761.76	
2. Assistant to Head of Operations	\$42,993.60	40.00	90.00	0.00	\$38,694.24	\$0.00	0%	\$0.00	\$38,694.24	
					<b>Sub Total</b>	\$86,456.00	\$0.00	0%	\$0.00	\$86,456.00
<b>FRINGE</b>										
TYPE/DESCRIPTION					\$0.00	\$0.00	0%	\$0.00	\$0.00	
					<b>Sub Total</b>	\$0.00	\$0.00	0%	\$0.00	\$0.00
					<b>Personal Services Total</b>	\$86,456.00	\$0.00	0%	\$0.00	\$86,456.00

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***PERSONAL SERVICES DETAIL WORKSHEET***

**PERSONAL SERVICES NARRATIVE – SALARY**

The Head of Operations and Assistant to Head of Operations are responsible for caring for the grounds, animal ambassadors, and associated facilities at APEC.

**PERSONAL SERVICES NARRATIVE - FRINGE**

**ATTACHMENT BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET -***

TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**NARRATIVE**

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT  
SUMMARY**

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
 CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
 CONTRACT PERIOD NUMBER: 4  
 CONTRACT PERIOD: From: 04/01/2024  
 To: 03/31/2025

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$84,817.00	\$84,817.00	\$0.00	0%	\$0.00	\$84,817.00
b) FRINGE	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>	<b>\$84,817.00</b>	<b>\$84,817.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$84,817.00</b>
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$0.00</b>	<b>\$84,817.00</b>	<b>\$84,817.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$84,817.00</b>

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***JUSTIFICATION***

Period 4 budget supports the ZBGA Natural Heritage Collection.

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
**PERSONAL SERVICES DETAIL WORKSHEET**

<b>SALARY</b>										
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS	
1. Head of Operations	\$65,208.00	40.00	70.73	0.00	\$46,122.76	\$0.00	0%	\$0.00	\$46,122.76	
2. Assistant to Head of Operations	\$42,993.60	40.00	90.00	0.00	\$38,694.24	\$0.00	0%	\$0.00	\$38,694.24	
					<b>Sub Total</b>	\$84,817.00	\$0.00	0%	\$0.00	\$84,817.00
<b>FRINGE</b>										
TYPE/DESCRIPTION					\$0.00	\$0.00	0%	\$0.00	\$0.00	
					<b>Sub Total</b>	\$0.00	\$0.00	0%	\$0.00	\$0.00
					<b>Personal Services Total</b>	\$84,817.00	\$0.00	0%	\$0.00	\$84,817.00

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT**  
***PERSONAL SERVICES DETAIL WORKSHEET***

**PERSONAL SERVICES NARRATIVE – SALARY**

The Head of Operations and Assistant to Head of Operations are responsible for caring for the grounds, animal ambassadors, and associated facilities at APEC.

**PERSONAL SERVICES NARRATIVE - FRINGE**

**ATTACHMENT BASED BUDGET AMENDMENT**  
***NON-PERSONAL SERVICES DETAIL WORKSHEET -***

TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**NARRATIVE**

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
CONTRACT PERIOD NUMBER: 1  
CONTRACT PERIOD: From: 04/01/2021  
To: 03/31/2022

We do evaluate our programs on an on-going basis. After many of our programs we provide surveys to gather information. Pre-March 2020 almost all of our programs filled with waiting lists. The world has changed, and APEC is evolving with it. From mid-March 2020 through early September 2020 we provided all virtual programming. Since September 2020 we have been offering Virtual, in-person indoor and in-person outdoor only programs. We continue to explore and test various program methods to find those that are most successful for our participants and Center. School Programs are available for early childhood, elementary, middle, high and College level students as well as for adults. Currently we are offering these programs virtually and/or in person. Teachers for school groups select from a variety of environmental education topics that provide inquiry based life science concepts about aspects of Alley Pond Park's environments and wildlife. Our Ambassador animals are used to make connections and distinctions between the wildlife found in New York i.e. comparing our domestic rabbits to the native cottontail rabbits. Programs were developed using the NYS curriculum as guidelines and to enrich the NY STEM science curriculum. Programs are dedicated to incorporating the wonders of nature utilizing life science concepts and ecology. Our live Ambassador animals make these lessons fun and memorable. Prior to March 2020 our success in school trips to APEC was demonstrated by the fact that annually we had waiting lists for our program. Surveys and social media comments are utilized in the development of future programs. Survey comments are reviewed weekly by the Education Director and used quarterly when the staff meets to discuss future programming. Our live Ambassador animals are reviewed monthly for any health issues and quarterly for their value to our programs.

**ATTACHMENT C – WORK PLAN**  
***DETAIL***

<b>Objective</b>
1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Task</b>
1.1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Performance Measures</b>
1.1.1 Progress reports - N/A

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
CONTRACT PERIOD NUMBER: 2  
CONTRACT PERIOD: From: 04/01/2022  
To: 03/31/2023

We do evaluate our programs on an on-going basis. After many of our programs we provide surveys to gather information. Pre-March 2020 almost all of our programs filled with waiting lists. The world has changed, and APEC is evolving with it. From mid-March 2020 through early September 2020 we provided all virtual programming. Since September 2020 we have been offering Virtual, in-person indoor and in-person outdoor only programs. We continue to explore and test various program methods to find those that are most successful for our participants and Center. School Programs are available for early childhood, elementary, middle, high and College level students as well as for adults. Currently we are offering these programs virtually and/or in person. Teachers for school groups select from a variety of environmental education topics that provide inquiry based life science concepts about aspects of Alley Pond Park's environments and wildlife. Our Ambassador animals are used to make connections and distinctions between the wildlife found in New York i.e. comparing our domestic rabbits to the native cottontail rabbits. Programs were developed using the NYS curriculum as guidelines and to enrich the NY STEM science curriculum. Programs are dedicated to incorporating the wonders of nature utilizing life science concepts and ecology. Our live Ambassador animals make these lessons fun and memorable. Prior to March 2020 our success in school trips to APEC was demonstrated by the fact that annually we had waiting lists for our program. Surveys and social media comments are utilized in the development of future programs. Survey comments are reviewed weekly by the Education Director and used quarterly when the staff meets to discuss future programming. Our live Ambassador animals are reviewed monthly for any health issues and quarterly for their value to our programs.

**ATTACHMENT C – WORK PLAN**  
***DETAIL***

<b>Objective</b>
1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Task</b>
1.1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Performance Measures</b>
1.1.1 Progress reports - N/A

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
CONTRACT PERIOD NUMBER: 3  
CONTRACT PERIOD: From: 04/01/2023  
To: 03/31/2024

We do evaluate our programs on an on-going basis. After many of our programs we provide surveys to gather information. Pre-March 2020 almost all of our programs filled with waiting lists. The world has changed, and APEC is evolving with it. From mid-March 2020 through early September 2020 we provided all virtual programming. Since September 2020 we have been offering Virtual, in-person indoor and in-person outdoor only programs. We continue to explore and test various program methods to find those that are most successful for our participants and Center. School Programs are available for early childhood, elementary, middle, high and College level students as well as for adults. Currently we are offering these programs virtually and/or in person. Teachers for school groups select from a variety of environmental education topics that provide inquiry based life science concepts about aspects of Alley Pond Park's environments and wildlife. Our Ambassador animals are used to make connections and distinctions between the wildlife found in New York i.e. comparing our domestic rabbits to the native cottontail rabbits. Programs were developed using the NYS curriculum as guidelines and to enrich the NY STEM science curriculum. Programs are dedicated to incorporating the wonders of nature utilizing life science concepts and ecology. Our live Ambassador animals make these lessons fun and memorable. Prior to March 2020 our success in school trips to APEC was demonstrated by the fact that annually we had waiting lists for our program. Surveys and social media comments are utilized in the development of future programs. Survey comments are reviewed weekly by the Education Director and used quarterly when the staff meets to discuss future programming. Our live Ambassador animals are reviewed monthly for any health issues and quarterly for their value to our programs.

**ATTACHMENT C – WORK PLAN**  
***DETAIL***

<b>Objective</b>
1 Complete as described in Attachment C -    Complete as described in Attachment C
<b>Task</b>
1.1 Complete as described in Attachment C -    Complete as described in Attachment C
<b>Performance Measures</b>
1.1.1 Expense Summary -    Expense Summary

## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: Alley Pond ZBGA-21-NY-27  
CONTRACTOR NAME: ALLEY POND ENVIRONMENTAL CENTER INC  
CONTRACT PERIOD NUMBER: 4  
CONTRACT PERIOD: From: 04/01/2024  
To: 03/31/2025

We do evaluate our programs on an on-going basis. After many of our programs we provide surveys to gather information. Pre-March 2020 almost all of our programs filled with waiting lists. The world has changed, and APEC is evolving with it. From mid-March 2020 through early September 2020 we provided all virtual programming. Since September 2020 we have been offering Virtual, in-person indoor and in-person outdoor only programs. We continue to explore and test various program methods to find those that are most successful for our participants and Center. School Programs are available for early childhood, elementary, middle, high and College level students as well as for adults. Currently we are offering these programs virtually and/or in person. Teachers for school groups select from a variety of environmental education topics that provide inquiry based life science concepts about aspects of Alley Pond Park's environments and wildlife. Our Ambassador animals are used to make connections and distinctions between the wildlife found in New York i.e. comparing our domestic rabbits to the native cottontail rabbits. Programs were developed using the NYS curriculum as guidelines and to enrich the NY STEM science curriculum. Programs are dedicated to incorporating the wonders of nature utilizing life science concepts and ecology. Our live Ambassador animals make these lessons fun and memorable. Prior to March 2020 our success in school trips to APEC was demonstrated by the fact that annually we had waiting lists for our program. Surveys and social media comments are utilized in the development of future programs. Survey comments are reviewed weekly by the Education Director and used quarterly when the staff meets to discuss future programming. Our live Ambassador animals are reviewed monthly for any health issues and quarterly for their value to our programs.

**ATTACHMENT C – WORK PLAN**  
***DETAIL***

<b>Objective</b>
1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Task</b>
1.1 Complete Project as described in Attachment C - Work Plan - N/A
<b>Performance Measures</b>
1.1.1 Progress reports - N/A

**ATTACHMENT D**  
**PAYMENT AND REPORTING**

**A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

## **B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

### **Schedule A: Claiming Requirement**

<b>Period 2: 04/01/2022 - 03/31/2023</b>			
<b>Claim Number</b>	<b>Claim Type</b>	<b>Claim Period</b>	<b>Due Date</b>
1	Quarterly Reimbursement	04/01/2022 - 06/30/2022	08/29/2022
2	Quarterly Reimbursement	07/01/2022 - 09/30/2022	11/29/2022
3	Quarterly Reimbursement	10/01/2022 - 12/31/2022	03/01/2023
4	Quarterly Reimbursement	01/01/2023 - 03/31/2023	05/30/2023

<b>Period 3: 04/01/2023 - 03/31/2024</b>			
<b>Claim Number</b>	<b>Claim Type</b>	<b>Claim Period</b>	<b>Due Date</b>
1	Quarterly Reimbursement	04/01/2023 - 06/30/2023	08/29/2023
2	Quarterly Reimbursement	07/01/2023 - 09/30/2023	11/29/2023
3	Quarterly Reimbursement	10/01/2023 - 12/31/2023	02/29/2024
4	Quarterly Reimbursement	01/01/2024 - 03/31/2024	05/30/2024

<b>Period 4: 04/01/2024 - 03/31/2025</b>			
<b>Claim Number</b>	<b>Claim Type</b>	<b>Claim Period</b>	<b>Due Date</b>
1	Quarterly Reimbursement	04/01/2024 - 06/30/2024	08/29/2024
2	Quarterly Reimbursement	07/01/2024 - 09/30/2024	11/29/2024
3	Quarterly Reimbursement	10/01/2024 - 12/31/2024	03/01/2025
4	Quarterly Reimbursement	01/01/2025 - 03/31/2025	05/30/2025

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
  - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

### **C. Refunds:**

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

### **D. Progress Reporting Requirements:**

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

### **Schedule B: Progress Reporting Requirements**

<b>Period 2: 04/01/2022 – 03/31/2023</b>			
<b>Progress Report</b>	<b>Report Type</b>	<b>Report Period</b>	<b>Due Date</b>
1	Narrative/Qualitative	04/01/2022 - 06/30/2022	07/30/2022
2	Narrative/Qualitative	07/01/2022 - 09/30/2022	10/30/2022
3	Narrative/Qualitative	10/01/2022 - 12/31/2022	01/30/2023
4	Narrative/Qualitative	01/01/2023 - 03/31/2023	04/30/2023

<b>Period 3: 04/01/2023 – 03/31/2024</b>			
<b>Progress Report</b>	<b>Report Type</b>	<b>Report Period</b>	<b>Due Date</b>
1	Narrative/Qualitative	04/01/2023 - 06/30/2023	07/30/2023
2	Narrative/Qualitative	07/01/2023 - 09/30/2023	10/30/2023
3	Narrative/Qualitative	10/01/2023 - 12/31/2023	01/30/2024
4	Narrative/Qualitative	01/01/2024 - 03/31/2024	04/30/2024

<b>Period 4: 04/01/2024 – 03/31/2025</b>			
<b>Progress Report</b>	<b>Report Type</b>	<b>Report Period</b>	<b>Due Date</b>
1	Narrative/Qualitative	04/01/2024 - 06/30/2024	07/30/2024
2	Narrative/Qualitative	07/01/2024 - 09/30/2024	10/30/2024
3	Narrative/Qualitative	10/01/2024 - 12/31/2024	01/30/2025
4	Narrative/Qualitative	01/01/2025 - 03/31/2025	04/30/2025

### **E. Special Payment and Reporting Provisions:**

**Period 2:** Quarterly or Annual reimbursements are allowed. Each organization must submit all necessary materials to allow payment within 60 days of the end of that fiscal year. Please note, for contract periods 1 and 2 of the 2021-2026 grant cycle, payment requests and associated documentation should be provided within 60 days of notification by program staff. Failure to provide such information within these timeframes may result in funds being forfeited for that year. In no case will funds be forfeited if a recipient had less than 60 days to comply with an Agency request. Reimbursement requests comprise of a State Aid Voucher, A-2 Expense Report, and Grantee Certification. Backup documentation for all expenses must be readily available to be provided electronically within two business days upon request but should not be submitted with reimbursement requests. Backup documentation can take various forms including, but not limited to, copies of receipts, invoices, payroll registers, IRS form 941, employee signed and approved time sheets, check registers, bank statements and cancelled checks. Reimbursement requests should be submitted by e-mail to the Agency, unless directed otherwise.

**Period 3:** Annual or Quarterly reimbursements is allowed. Each organization must submit all necessary materials to allow payment within 60 days of the end of that fiscal year. Please note, for the 2021-2026 grant cycle, payment requests and associated documentation should be provided within 60 days of notification by program staff. Failure to provide such information within these timeframes may result in funds being forfeited for that year.

In no case will funds be forfeited if a recipient had less than 60 days to comply with an Agency request.

Reimbursement requests comprise of a State Aid Voucher, A-2 Expense Report, and Grantee Certification. Backup documentation for all expenses must be readily available to be provided electronically within two business days upon request but should not be submitted with reimbursement requests. Backup documentation can take various forms including, but not limited to, copies of receipts, invoices, payroll registers, IRS form 941, employee signed and approved time sheets, check registers, bank statements and cancelled checks. Reimbursement requests should be submitted by e-mail to the Agency, unless directed otherwise.

**Period 4:** Annual or Quarterly reimbursements is allowed. Each organization must submit all necessary materials to allow payment within 60 days of the end of that fiscal year. Please note, for the 2021-2026 grant cycle, payment requests and associated documentation should be provided within 60 days of notification by program staff. Failure to provide such information within these timeframes may result in funds being forfeited for that year.

In no case will funds be forfeited if a recipient had less than 60 days to comply with an Agency request.

Reimbursement requests comprise of a State Aid Voucher, A-2 Expense Report, and Grantee Certification. Backup documentation for all expenses must be readily available to be provided electronically within two business days upon request but should not be submitted with reimbursement requests. Backup documentation can take various forms including, but not limited to, copies of receipts, invoices, payroll registers, IRS form 941, employee signed and approved time sheets, check registers, bank statements and cancelled checks. Reimbursement requests should be submitted by e-mail to the Agency, unless directed otherwise.

# Sponsored By

# Rita Sherman



**Alley Pond Environmental Center**  
229-10 Northern Boulevard,  
Douglaston, NY 11362  
(718) 229-4000  
[www.alleypond.org](http://www.alleypond.org)



@alleypond



@apecofqueens

You Are Invited To



Featuring Folk Rock Harmony Trio  
Gathering Time

**Saturday, September 14th, 2024**  
**5:00 p.m. at**

Alley Pond Environmental Center

229-10 Northern Boulevard,  
Douglaston, NY 11362

**\$30 per person**

**\$20 for children under 13**

**(must be accompanied by an adult)**

## 2024 Welcome Autumn Fundraiser Concert Sponsorship

Concert sponsorships are the best way to support environmental education and APEC's animal ambassadors.

Orchestrating Osprey - 15 Tickets To The Concert Plus:

- Banner placement at Concert
- Tabling opportunity at Concert
- Listing on Invitation (if received before 8/1/2024)
- Donation acknowledgement on social media
- Recognition on sign displayed at Concert, at Center, and on APEC webpage for 1 year

\$10,000

Entertaining Egrets - 10 Tickets To The Concert Plus:

- Banner placement at Concert
- Tabling opportunity at Concert
- Listing on Invitation (if received before 8/1/2024)
- Donation acknowledgement on social media
- Recognition on sign displayed at Concert, at Center, and on APEC webpage for 1 year

\$7,500

Musical Mallards - 5 Tickets To The Concert Plus:

- Banner placement at Concert
- Listing on Invitation (if received before 8/1/2024)
- Donation acknowledgement on social media
- Recognition on sign displayed at Concert, at Center, and on APEC webpage for 1 year

\$5,000

Whacking Woodpeckers - 4 Tickets To The Concert Plus:

- Donation acknowledgement on social media
- Recognition on sign displayed at Concert and at Center for 1 year

\$2,500

Rhythmic Robins - 3 Tickets To The Concert Plus:

- Donation acknowledgement on social media
- Recognition on sign displayed at Concert

\$1,000

Singing Song Sparrows: 2 Tickets To The Concert Plus:

- Donation acknowledgement on social media
- Recognition on sign displayed at Concert

\$500

### CONCERT TICKETS

Children must be accompanied by an adult

# of tickets  
Adult (13+)  
\$30

# of tickets  
Child (<13)  
\$20

### PAYMENT INFORMATION

Total # of Tickets: 13+ \_\_\_\_ ; <13 \_\_\_\_ Amount: \$ \_\_\_\_\_

Sponsorship Level: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

I/We cannot attend, but enclose a contribution of: \$ \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

*My company will match my gift. Enclosed is a matching gift form.*

I have enclosed a check payable to:

APEC

229-10 Northern Boulevard  
Douglaston, NY 11362

OR CHECKOUT ONLINE



OR

Please charge my:

Visa  MasterCard  American Express

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: ( \_\_\_\_\_ )

Email: \_\_\_\_\_

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature: \_\_\_\_\_

*APEC is a registered 501(c)(3) not-for-profit corporation. All contributions are tax-deductible to the fullest extent allowed by law. For those attending, all contributions in excess of \$65 per person are tax deductible.*

## Emergency Action Plan

For each emergency, assess the situation and take actions with a first priority of ensuring safety of people (especially any children in your care). Notify the next level up supervisor and/or Executive Director as soon as it is safe to do so. Note these are listed in alphabetical order to easily locate the one you need. They are NOT in order of what is most likely to occur.

### ACTIVE SHOOTER

An active shooter is an individual activity engaged in killing or attempting to kill people in a confined and populated area, typically using firearms. If you ever find yourself in an active shooter situation:

#### **-CALL OUT:**

- Communicate the threat to everyone using all possible means – shouting, phoning, texting, etc.
- Use simple, repetitive language: “Shooter in the building, escape now!” or “Active shooter, run!”
- Call 911 when it is safe to do so.

#### **-GET OUT:**

- Have an escape route and plan.
- Leave your belongings behind.
- Keep your hands visible – do NOT distract law enforcement.
- Move quickly – do NOT wait for approval to act.
- Account for all employees, program participants, volunteers and any visitors.
- If unable to account for anyone, immediately alert your supervisor and/or Executive Director as well as emergency personnel on site.

#### **-HIDE OUT:**

- If you cannot escape, hide in an area out of the shooter's sight.
- Block entry to your hiding place – lock doors and deny shooter access.
- Keep quiet – silence your cell phone and all electronics.
- When it is safe to do so, GET OUT!

#### **-As a last resort, and only when your life is in danger, and you have no way to escape or hide:**

- Try to incapacitate or overpower the shooter by whatever means necessary.
- Act with physical aggression.

### BOMB THREAT

Upon receipt of a bomb threat:

- Call 911 immediately; follow directions given.
- Immediately alert your supervisor and/or Executive Director.
- Evacuate building IF 911 indicates that is the best course of action.

## BUILDING FIRE

- Activate fire alarm to alert employees, program participants, volunteers and any visitors.
- Immediately alert your supervisor and/or Executive Director.
- After safely evacuating, call 911 to report an emergency.
- Account for all employees, program participants, volunteers and any visitors.
- If unable to account for anyone, immediately alert your supervisor and/or Executive Director as well as emergency personnel on site.
- Alert any off-site employees (those on errands OR at outreaches).

## CIVIL UNREST/PROTESTS

- Upon observation or notification that civil unrest/protests in the immediate vicinity might endanger people on APEC property, alert employees, any ADULT program participants, ADULT volunteers, and ADULT visitors.
- Call 911 immediately.
- Secure the building to the best of your ability.
- Immediately alert your supervisor and/or Executive Director.
- Instruct employees working outside the building to return inside (if safe to do so) and shelter-in-place until given the "all clear" by law enforcement.
- Account for all employees, program participants, volunteers, and any visitors.
- If unable to account for anyone, immediately alert your supervisor and/or Executive Director as well as emergency personnel on site.

## EARTHQUAKE

- During the earthquake, duck, cover and hold on.
- After the quake, IF building damage is apparent, evacuate employees, any program participants, volunteers, and visitors.
- Account for all employees, any program participants, volunteers and visitors.
- If unable to account for anyone, immediately alert your supervisor and/or Executive Director as well as emergency personnel on site.
- Contact any offsite employees and discuss the best course of action to ensure their safety.
- Prepare for aftershocks; avoid walls, doorways and moveable structures.

## FACILITY LOCKDOWN

A facility lockdown response is initiated when the Executive Director (or senior staff member on premises) is notified by, or confirmation is received from, local law enforcement that there is an immediate threat to the building occupants and that the facility should be locked down. The immediate threat may include an active shooter, criminal activity, or civil disorder.

- Inform all employees, any ADULT program participants, ADULT volunteers, and ADULT visitors of the current emergency conditions directly affecting the building and surrounding community as advised by law enforcement.
- Secure all exterior doors.
- Direct all employees, any program participants, volunteers, and visitors to remain inside the building during the lockdown until informed otherwise by local law enforcement.**
- Attempt to safely account for all employees, program participants, volunteers, and any visitors.
- Instruct any employees working immediately outside the building to return inside quickly.
- Move away from any windows or exterior doors to interior building locations.
- Alert any off-site employees (those on errands OR at outreaches); provide instructions to avoid the building until further notified that that "all clear" has been given.
- Do NOT open any exterior building doors until an "all clear" is given by local law enforcement.**

## FLOOD/FLASH FLOOD

- If experiencing severe weather, monitor the National Weather Service for flood/flash flood warnings for this area. Monitor for local evacuation orders.
- If flash flood waters prompt immediate evacuation, do so. Account for all employees, program participants, volunteers, and any visitors.
- If emergency assistance is needed, or if unable to account for anyone, immediately contact 911 and your supervisor and/or Executive Director.
- If flood conditions prevent anyone from safely traveling from the building, instruct them to remain onsite.
- Alert any off-site employees (those on errands OR at outreaches); provide instructions to avoid the building until further notified.

## HAZARDOUS MATERIAL SPILL AND/OR LEAK

- Immediately contact the facility operation staff on-site. Determine if remediation is feasible.
- Immediately alert your supervisor, Head of Operations, and/or Executive Director.

## LIGHTNING SAFETY

If you hear thunder and see lightning, act right away – especially if you count 30 seconds or less between the thunder and lightning. If the thunder gets louder or you see lightning more often, the storm is getting closer. Sometimes lightning strikes out of a sunny sky 10 miles or more from a storm.

- Do take shelter inside a building.
- Do stay away from windows and doors.
- Do head for LOW ground if walking in an open area or crouch down if no other option is available.
- Do NOT stand out in the open.
- Do NOT take shelter under a tree.
- Do NOT stand next to metal objects such as pipes, light poles, or fences.
- Do NOT stay in or near water (such as ponds, creeks, or streams).
- Do NOT use a corded telephone.

## MEDICAL EMERGENCIES

If you believe someone is having a medical emergency, **begin by assessing the situation to ensure it is SAFE before you intervene.**

- If the person is unresponsive or otherwise in need of emergency medical care, call 911 or a local emergency response unit such as, NYC Fire Department Ladder 164 Engine 313 at 718-476-6213, or tell someone else to do so. For mental health crises & suicides call 988.
- Apply first aid as needed, if you have been trained and feel capable, until emergency medical personnel arrive. **Do NOT ever administer any medication to anyone unless directed to by emergency medical personnel.**
- As soon as you are able, alert your supervisor and/or Executive Director.

## POWER OUTAGE

- Immediately alert your supervisor and/or Executive Director.
- Contact Con Edison to report outage and obtain a timeline for expected power restoration.
- Determine power outage impact to the building's life safety systems – alarms, emergency lighting, exit signage, etc.
- Account for all employees, program participants, volunteers, and visitors. If unable to account for anyone, immediately notify your supervisor and/or Executive Director.
- If evacuation becomes necessary, account for all people and secure the building to the best extent possible.

## TORNADO/HIGH WIND WARNING

- High wind warning – speak with senior staff person on-site about advisability of using trails during a high wind warning.
- Upon a tornado watch, monitor the National Weather Service for the area. Plan to account for employees, program participants, volunteers, and visitors and for potential impacts to the building/site.
- Upon a tornado warning:
  - Seek shelter.
  - Stay clear of windows and exterior doors.
- If a tornado hits the area:
  - Account for all employees, program participants, volunteers and visitors. If unable to account for anyone, immediately notify your supervisor and/or Executive Director and emergency services personnel.
  - Call 911 if emergency assistance is needed.
  - Alert any off-site employees.
  - Once safe to do so, assess the building and property for any damage. Alert the Executive Director if any damage is found.

## WILDFIRE

- If there is a wildfire in the general vicinity (but not close) closely monitor as wildfire can spread quickly.
- Plan for evacuation; inform all employees both onsite and offsite of the potential fire danger.
- If immediate evacuation orders are issued by local officials, DO NOT DELAY.
  - Account for all employees, program participants, volunteers, and visitors. If unable to account for anyone immediately notify your supervisor and/or Executive Director and local emergency services.
  - Contact any employees off site (those on errands OR at outreaches); provide instructions to determine their status and tell them to avoid the building until further notified.

## WINTER STORM

- If severe winter weather is expected, monitor the National Weather Service for winter storm warnings for our area.
- The Executive Director, Director of Education, and Head of Operations will remain in contact to determine the best course of action for operations and building opening.
- If NYC schools are closed and/or on remote only, then APEC will likely also be closed.
- NOTE: we have not yet had to figure out the very difficult plowing option for this parking lot. The first major winter storm will test our ability to function.



229-10 Northern Blvd. • Douglaston, NY 11362

[www.alleypond.org](http://www.alleypond.org)

(718) 229-4000

June 23, 2021

Dear Ms. Bachhuber,

On behalf of Alley Pond Environmental Center, thank you for supporting our education programs and our animals. Your donation of \$50 of animal materials – 10 gallon tank and hamster wheel is greatly appreciated and is important to our success.

The mission of our organization is dedicated to educating children and adults in the New York metropolitan area, protecting and preserving Alley Pond Park, open spaces and waterbodies, and advocating for sustainable environmental policies and practices.

APEC could not do what it does with the generous support of a caring community. Thank you again for your thoughtful gift to APEC and to the many in our community who rely on us for services and programs.

To learn more about our organization, please visit [www.alleypond.org](http://www.alleypond.org).

Most sincerely,

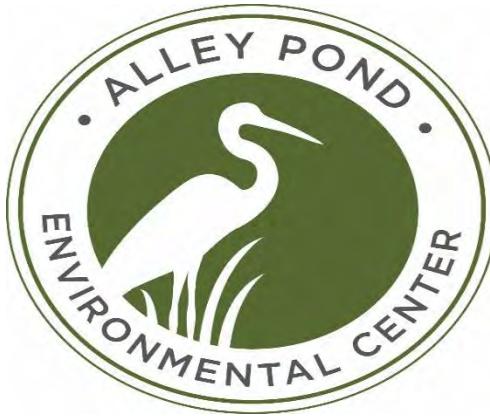
Irene Scheid

Executive Director

Alley Pond Environmental Center

Your potential tax-deduction is based on the value for the goods and services you provided. This letter will serve as your receipt.

Tax Exempt #151218



**BY-LAWS OF**  
**ALLEY POND ENVIRONMENTAL CENTER, INC.**

REVISED & APPROVED BY APEC MEMBERSHIP OCTOBER 2005

REVISED by APEC Board of Directors Spring 2015

APPROVED by APEC Membership October 2015

REVISED by APEC Board of Directors Spring 2016

APPROVED by APEC Membership November 2016

REVISED by APEC Board of Directors Spring 2018

APPROVED by APEC Membership October 2018

REVISED by APEC Board of Directors April 2019

REVISED BY APEC Board of Directors September 2019

APPROVED by APEC Membership October 2019

REVISED by APEC Board of Directors September 2021

REVISED address March 2022

REVISED address October 2023

### **ARTICLE I - NAME**

The name of the organization is Alley Pond Environmental Center, Inc. ("APEC").

### **ARTICLE II - OFFICES**

The principal office of APEC is located at 229-10 Northern Boulevard, Douglaston, NY 11362, County of Queens, in the State of New York (the "Principal Office"). APEC may also have offices at such other locations as the Board of Directors (the "Board") of APEC may from time to time determine.

NOTE: Since December 2019 the temporary location of Alley Pond Environmental Center is 224-65 76<sup>th</sup> Avenue, Oakland Gardens, NY 11364. We are in modular units while our new facility is being built on Northern Boulevard.

### **ARTICLE III - PURPOSE**

APEC is dedicated, through education, to establish an awareness, understanding and appreciation of the environment and the responsibilities associated with preserving the environment in an urban setting.

### **ARTICLE IV - MEMBERS**

APEC shall have no members.

## ARTICLE V - BOARD OF DIRECTORS

**Section 5.1 - Powers and Duties.** The Board shall have the general power to control and manage the affairs and property of APEC, subject to applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and these By-Laws. Without limiting the generality of the foregoing,

- (a) The Board may:
  - (i) appoint and discharge advisors and consultants who have skills necessary or helpful to APEC;
  - (ii) employ and discharge persons for the furtherance of the purposes of APEC;
  - (iii) exercise all other powers necessary to manage the affairs and further the purposes of APEC in conformity with the Certificate of Incorporation and these By-Laws; and
  - (iv) select all Officers of APEC and approve the members of any committee appointed by the President or Treasurer, as applicable.
- (b) The Board shall direct the President and Treasurer of APEC to present at the Annual Meeting (as defined in these By-Laws) a financial report, verified by the President and Treasurer or a majority of the Directors, or certified by an independent public accountant or certified public accountant or a firm of such accountants selected by the Board, and such report shall be filed with the records of APEC and a copy thereof entered in the minutes of the proceedings of the Annual Meeting.

**Section 5.2 - Number.** The entire Board shall consist of not less than ten (10) and not more than thirty (30) Directors, the exact number of which shall be fixed from time to time pursuant to a resolution adopted by the affirmative vote of a majority of the entire Board. The number of Directors may be increased or decreased from time to time pursuant to a resolution adopted by the affirmative vote of the entire Board; provided, however, that no decrease shall shorten the term of any incumbent Director. The “entire Board” shall consist of the number of Directors that were elected or appointed as of the most recently held election of Directors, as well as any Directors whose terms have not yet expired.

**Section 5.3 - Classification, Election and Term of Office.** The Directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board. Each Director shall be elected for a term of office to expire at the third succeeding Annual Meeting at which such Director is elected and until such Director's successor has been duly elected and qualified, or until such Director's earlier death, resignation or removal. To be elected as a Director, a person shall be nominated by the Board and elected by a majority of the Board.

**Section 5.4 - Qualifications.** Each Director shall be at least eighteen (18) years old and committed to APEC's purpose as set forth in Article III of these By-Laws, as determined by the Board.

**Section 5.5 - Removal.** A Director may be removed for cause by a vote of a majority of the entire Board at a regular meeting or a special meeting of the Board called for that purpose.

**Section 5.6 - Resignation.** A Director may resign from the Board at any time upon written notice to the Board or the President. Such resignation shall take effect at the time specified in such written notice or, if no such time is specified, at the time of the Board's or the President's, as applicable, receipt of such written notice. Any Director absent from four consecutive meetings of the Board, without notification or explanation, shall be

deemed to have resigned, unless the Board, after reasonable investigation following such Director's fourth absence, determines otherwise.

**Section 5.7 - Vacancies.** Any vacancy on the Board that results from an increase in the number of Directors or the death, resignation, retirement, disqualification or removal of a Director or any other cause may be filled by the Board by the affirmative vote of a majority of the Directors then in office, regardless of their number, at a regular meeting or special meeting of the Board called for that purpose. The Director so elected shall serve until the next Annual Meeting at which the election of the Class of Directors, of which the Director so elected is a member, is the regular order of business and such Director's successor is duly elected and qualified.

**Section 5.8 - Meetings.** All meetings of the Board shall be at the Principal Office, unless each Director is notified no less than fifteen (15) days prior to the date of any meeting that such meeting will be held elsewhere. Directors may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. The annual meeting of the Board (the "Annual Meeting") shall be held in October of each year at a date and time fixed by the Board. Other regular meetings of the Board shall be held no less than five (5) times each year at a date and time fixed by Board. Special meetings of the Board may be called by the President or upon written demand of not less than three Directors, in each case at such date and time as shall be fixed by the person or persons calling such special meeting. The minutes and agenda of any Board meeting may be sent by electronic transmission.

**Section 5.9 - Notice of Meetings.** Regular meetings of the Board may be held without notice if the time and place of such meetings are fixed by the Board. Notice of the time and place of regular meetings not fixed by the Board, special meetings and the Annual Meeting, which notice shall, in the case of each special meeting and Annual Meeting, be accompanied by a written agenda setting forth all matters upon which action is proposed to be taken, shall be (i) delivered to each Director by e-mail or facsimile at least five (5) days before the day on which the meeting is to be held or (ii) mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business (or at such other address as he or she may have designated in a written request filed with the Secretary at least seven (7) days before the day on which the meeting is to be held). Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. Waivers of notice sent by email must be able to be reasonably determined to be sent by the Director.

**Section 5.10 - Quorum.** Unless a greater proportion is required by law, and except as otherwise specified in these By-Laws, seven (7) members of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business; provided, however, that honorary and ex-officio members of the Board, appointed pursuant to Section 5.15 of these By-Laws, shall not be counted in determining whether a quorum is present at any meeting of the Board; and provided, further, that if the Board is composed of between ten (10) and thirteen (13) Directors, a majority of the entire Board shall constitute a quorum.

**Section 5.11 - Voting.** Except as otherwise provided by law or these By-Laws, at any meeting at which a quorum is present, the affirmative vote of the majority of the Directors present at the time of the vote shall be an act of the Board. Each Director shall have one (1) vote.

**Section 5.12 - Adjournment of Meetings.** A majority of Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting of the Board to another time and place shall be given to the Directors who were not present and, unless such time and place were announced at the adjourned meeting, to the other Directors.

**Section 5.13 - Action of the Board by Written Consent.** Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the Directors of the Board or the

committee thereof consent in writing or by electronic transmission to the adoption of a resolution authorizing such action and the writing or electronic transmission is filed with the minutes of the Board or such committee.

**Section 5.14 - Compensation.** No compensation of any kind shall be paid to any Director for the performance of such Director's duties as a Director; provided, however, that a Director may be reimbursed for the reasonable expenses such Director incurs in connection with such Director's Board service, as determined in the sole discretion of the President. Subject to APEC's Conflict of Interest Policy, a Director may receive compensation for services provided to APEC in any capacity separate from such Director's responsibilities as a Director; provided, however, that prior to the performance of such service, the terms of such compensation have been disclosed to the Board and have been determined by the Board to be fair and reasonable and have been approved by the Board.

**Section 5.15 - Honorary and Ex-Officio Board Members.**

- (a) The Board may appoint, from time to time as the Board may determine, any individual to serve as an honorary member of the Board. Such honorary Directors shall have the right to attend all meetings of the Board but shall have no right to propose or vote on any item of business that may come before the Board. Such honorary Directors shall serve in such capacity until removed by the Board with or without cause, as the Board may determine.
- (b) The Board may appoint, from time to time as the Board may determine, any public official to serve as an ex-officio member of the Board. Except as otherwise provided in these By-Laws, such ex-officio Board members shall have no right to propose or vote on any item of business that may come before the Board, and shall serve a term of office as determined by the Board. The Commissioner of New York City Department of Parks and Recreation, or his or her appointee, shall be an ex-officio member of the Board.

**ARTICLE VI - OFFICERS, EMPLOYEES AND AGENTS**

**Section 6.1 - Number and Qualifications.** The Officers of APEC shall be a President, Vice President, Treasurer, Secretary and such other Officers, if any, as the Board may from time to time elect. Any two or more offices may be held by the same person, except the offices of President and Secretary; provided, however, that no instrument required to be executed by more than one Officer may be executed by one person in more than one capacity.

**Section 6.2 - Election and Term of Office.** The Officers of APEC shall be elected for a term of one (1) year at the Annual Meeting of the Board and shall serve in office until such Officer's successor has been duly elected and qualified, or until such Officer's earlier death, resignation or removal.

**Section 6.3 - Employees and Other Agents.** The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities and duties.

**Section 6.4 - Removal.** Any Officer, employee or agent of APEC may be removed with or without cause by the affirmative vote of a majority of the Board.

**Section 6.5 - Vacancies.** Except as otherwise provided in these By-Laws, in the event of a vacancy in any office, a successor to fill the unexpired portion of the term may be elected by the Board.

**Section 6.6 - President.** The President shall preside at all meetings of the Board and shall set the agenda of such meetings. No employee of APEC shall serve as President, unless the Board approves such employee serving as President by the affirmative vote of two-thirds of the entire Board and contemporaneously documents in writing the basis for such approval.

The President shall chair and preside at all meetings of the Executive Committee and shall set the agenda for such meetings. Except as otherwise provided in these By-Laws, the President shall appoint the chairs of and shall generally supervise all other committees. The President is an ex-officio member of all such other committees and shall have the right, but not the obligation, to attend each meeting of such other committees.

The President shall have general supervision of the affairs of APEC and shall keep the Board fully informed of the activities of APEC. The President shall have the power to execute all acts, orders and proceedings of the Board. The President, or the President's designee, has the right to represent APEC to the public and shall state the positions and policies of APEC. The President shall perform all the duties usually incident to the office of the President and shall perform such other duties as from time to time may be assigned by the Board.

**Section 6.7 - Vice President.** The Vice President shall have such powers and duties as may be assigned by the Board. In the absence of the President, the Vice President shall perform the duties of the President. In the event the office of the President becomes vacant for any reason, the Vice President shall fill the office of President. The Vice President shall chair and preside at all meetings of Board Development Committee and set the agenda for such meetings.

**Section 6.8 - Treasurer.** The Treasurer shall serve as the chief financial officer of APEC. The Treasurer shall chair and preside at all meetings of the Budget and Finance Committee.

The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of APEC, and shall deposit or cause to be deposited all moneys, evidences of indebtedness and other valuable documents of APEC in the name and to the credit of APEC in such banks or depositories as the Board may designate.

At each Annual Meeting, the Treasurer shall render a report of APEC's accounts showing in appropriate detail: (a) the assets and liabilities of APEC as of a twelve-month fiscal period terminating not more than six months prior to the meeting; (b) the principal changes in assets and liabilities during that fiscal period; (c) the revenues or receipts of APEC, both unrestricted and restricted to particular purposes during said fiscal period; and (d) the expenses or disbursements of APEC, for both general and restricted purposes during such fiscal period. Such report shall be filed with the minutes of the Annual Meeting of the Board. The report to the Board may consist of a verified or certified copy of any report by APEC to the Internal Revenue Service or the Attorney General of the State of New York which includes the information specified above.

The Treasurer shall, at all reasonable times, exhibit APEC's books and accounts to any Officer or Director, and whenever required by the Board, render a statement of APEC's accounts and perform all duties incident to the position of Treasurer, subject to the control of the Board.

**Section 6.9 - Secretary.** The Secretary shall keep the records of the Board and shall be responsible for the minutes of all meetings of the Board. The Secretary shall be responsible for all distributing communications that the Board may deem necessary.

**Section 6.10 - Other Officers.** The Board shall have the right to create other offices, as the Board may from time to time determine, by the affirmative vote of a majority of the entire Board.

## ARTICLE VII - COMMITTEES

APEC shall have the following committees of the corporation:

**Section 7.1 - Executive Committee.** The Executive Committee shall consist of the President, Vice President, Treasurer, Secretary and two (2) members of the Board, each of whom shall be appointed by the President and approved by the affirmative vote of a majority of the entire Board. The President shall serve as chair of and preside at all meetings of the Executive Committee. The Executive Committee shall:

- (a) have at least one monthly meeting with the Executive Director to review operations and programs in relation to Board policy;
- (b) report to the Board regularly; and
- (c) investigate and develop areas where policies in relation to staff, programs and operations need to be clarified or changed.

**Section 7.2 - Budget and Finance Committee.** The Budget and Finance Committee shall consist of the Treasurer and four (4) members of the Board, each of whom shall be appointed by the Treasurer and approved by the affirmative vote of a majority of the entire Board. The Treasurer shall serve as chair of and shall preside at all meetings of the Budget and Finance Committee. The Budget and Finance Committee shall:

- (a) review APEC's revenue streams, purchasing procedures, payment of all bills and wages, banking and bookkeeping procedures and control of inventory;
- (b) recommend to the Board changes in the financial operations of APEC which it deems advisable;
- (c) oversee the development of the annual budget for the upcoming year and present such annual budget to the Board for approval; and
- (d) conduct a quarterly review of all APEC's finances and report their findings to the Board.

**Section 7.3 - Audit Committee.** The Audit Committee shall consist of three (3) "independent directors" (as defined in Section 102(a)(21) of the New York Not-for-Profit Corporation Law), each of whom shall be appointed by the President and approved by the affirmative vote of a majority of the entire Board. The Audit Committee shall:

- (a) oversee APEC's internal audit
- (b) retain or renew the retention of an independent auditor;
- (c) review and discuss the results of APEC's internal audit with its independent auditor;
- (d) review the performance of APEC's independent auditor;
- (e) oversee APEC's accounting and financial reporting processes and procedures; and
- (f) report the Audit Committee's activities to the Board.

**Section 7.4 - Board Development Committee.** The Board Development Committee shall consist of the Vice President and two (2) members of the Board, each of whom shall be appointed by the President and approved by the affirmative vote of a majority of the entire Board. The Vice President shall serve as chair and preside at all meetings of the Board Development Committee. The Board Development Committee shall

- (a) identify and recommend to the Board director-candidates for election to the Board;
- (b) conduct the orientation and development of new Board members;

- (c) identify and recommend to the Board officer-candidates for election to office by the Board;
- (d) supervise the election of Directors at the Annual Meeting of the Board; and
- (e) report to the Board quarterly.

**Section 7.5 - Other Committees.** The Board may designate one or more other committees of the corporation or the Board from time to time by the affirmative vote of a majority of the entire Board. Each such committee shall consist of one or more Directors or other persons, shall have such powers and shall operate as specified by the affirmative vote of a majority of the entire Board.

**Section 7.5.1 – Advisory Council - a Committee of the Corporation** The Board shall have the authority to establish an Advisory Council of no more than seven (7) members. The responsibility of the Advisory Council shall be to give advice and support to the Board including information, materials, and expertise on issues affecting the organization and/or community. This includes assistance with fundraising and expansion of community outreach, providing a forum for people to become more involved with APEC and thus provide a source for potential Board members.

Membership on the Advisory Council shall include a chairperson, liaison to the APEC Board, and a secretary. Advisory Council membership may include former APEC Board members who have left the Board for a minimum of two years. Members will have no voting rights on the APEC Board, nor pay dues or give or get amounts. After the initial council is formed they shall have the responsibility of filling their own ranks, evaluating their work, and removing non-functioning members. A meeting with the APEC Executive Committee will be held at the end of each year to discuss the Council's work and recommendations.

The Council shall meet no less than twice (2) during the year. The Council Liaison shall provide a report of those meetings to the APEC Board by contacting the Board President prior to the following Board meeting. APEC Board minutes will also be available to the Advisory Council.

## **ARTICLE VIII - FINANCES**

**Section 8.1 - Fiscal Year.** The fiscal year of APEC shall be from July 1 to June 30 (the “Fiscal Year”).

**Section 8.2 - Bank Accounts and Checks.** The Board is authorized to select the banks or depositories it deems proper for the funds of APEC. The President, Vice President, Treasurer, Secretary, Executive Director, Director of Education and any Director may act as a signatory on APEC's bank accounts; provided, however that all checks in excess of \$1,000.00 must be signed by at least one (1) member of the Board and the Executive Director.

**Section 8.3 - Payroll Procedures.** Payroll procedures shall be established by the Budget and Finance Committee for payment of amounts greater than \$1,000.00.

**Section 8.4 - Procedures for Revenues and Expenditures.** The Budget and Finance Committee shall establish procedures, in accordance with the Financial Procedures Manual, to account for, maintain and distribute the revenues and expenditures of APEC.

**Section 8.5 - Independent Audit.** The Audit Committee shall conduct and oversee an independent audit of APEC each year.

**Section 8.6 - Financial Statements.** APEC's annual financial statements shall be made available at the Principal Office within 120 days after the end of the Fiscal Year.

## **ARTICLE IX - CONTRACTS**

The Board is authorized to contract for the goods and services, as the Board may from time to time deem advisable; provided, however, that, with the exception of governmental grant allocations, no Officer, Director or employee of APEC shall enter into any contract for goods or services worth \$25,000.00 or more, unless such contract has been awarded after and pursuant to a competitive bidding process, such contract is required by law or such contract has otherwise been approved of by the affirmative vote of a majority of Directors. The Board of Directors will be notified of all New York City and New York State grant allocations over \$25,000.00 received by APEC within thirty (30) days of such allocations. For the avoidance of doubt, the Executive Director shall be authorized to contract for goods and services worth less than \$25,000.00 on behalf of APEC.

## **ARTICLE X - INDEMNIFICATION AND INSURANCE**

**Section 10.1 - Indemnification.** APEC shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, or his or his testator, was a Director, Officer, employee or agent of APEC against judgements, fines, amounts paid in settlement and reasonable expenses, including attorney fees. No indemnification may be made to or on behalf of such person if (a) his or her acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to such action or proceeding, or (b) he or she personally gained a financial profit or other advantage to which he or she was not legally entitled in the transaction or matter in which indemnification is sought.

**Section 10.2 - Insurance.** APEC shall have the power to purchase and maintain all insurance policies deemed to be in the best interest of APEC, including insurance to indemnify APEC for any obligation which it incurs as a result of APEC's indemnification of a Director, Officer, employee or agent of APEC pursuant to Section 10.1, or to indemnify such persons in instances in which such person may be indemnified pursuant to Section 10.1.

## **ARTICLE XI - REFERENCE TO CERTIFICATE OF INCORPORATION**

References in these By-Laws to the Certificate of Incorporation shall include all amendments thereto or changes thereof unless specifically excepted by these By-Laws. In the event of a conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall govern.

## **ARTICLE XII - AMENDMENTS**

These By-Laws may be amended or repealed by the affirmative vote of a majority of the entire Board. Any amendment or repeal of these By-Laws is authorized only (i) at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth in Section 5.6 or, for which notice of such meeting is given (and the written proposed alteration of the By-Laws given) at a meeting of the Board prior to the meeting to amend or repeal the By-Laws, or (ii) pursuant to Section 5.13.

## **ARTICLE XIII - LIQUIDATION OR DISSOLUTION**

Upon the dissolution of APEC, the assets of APEC shall be distributed to one or more organizations exempt pursuant to Section 501(c)(3) of the Internal Revenue Code, or to the federal government, or to a state or local government, for a public purpose, or by a court to another organization to be used in such manner as in the judgment of the court will best accomplish the general purposes for which APEC is organized.



229-10 Northern Boulevard | Douglaston, NY 11362  
(718) 229-4000 | [www.alleypond.org](http://www.alleypond.org)

Parking is limited. Bus drop-off only.  
Carpooling is suggested.

## Grades K-5th Class Visits 2024-2025

### 90 Minute Program Includes:

- Introduction to APEC
- Choice of 9 trip topics
- Live animal presentation
- Guided nature hike along Alley Pond Park trails

*Our instructor-led field trip programs are grade level appropriate and correlate to New York City and New York State standards.*

### To Schedule A Field Trip:

- Call (718) 229-4000 or email us at [contact@alleypond.org](mailto:contact@alleypond.org)

#### Program fees:

- Large Room: \$10 per student, up to 32 students
- Small Room: \$10 per student, up to 25 students
- Teachers & staff are free, \$8 per parent chaperone
- A \$50 non-refundable deposit per class is due at time of booking

## Smaller class size accommodations

**60 minute programs available for people with disabilities and preschool classes**

#### Children

- Program includes live animal presentation and nature walk
- \$7.50 per student, minimum \$60 per reservation
- Teachers & staff are FREE
- \$50 non-refundable deposit per class due at booking

#### Adults

- Program includes live animal presentation and nature walk
- \$8 per participant, minimum \$80 per reservation
- Teachers & staff are FREE
- \$50 non-refundable deposit per class due at booking

*This program is supported, in part, by public funds from the New York City Department of Cultural Affairs, in partnership with the City Council. Additional funding may have been provided by the NYC Department of Youth & Community Development, NYC Department of Parks & Recreation, members of the NYC Council, and Con Edison.*

## **Animals & Their Young**

(For grades K-5. Teachers choose 2 animal groups to compare during lesson: mammals, birds, or reptiles.)

Are all animal babies born and raised the same way? This lesson introduces students to the developmental differences and similarities amongst mammals, birds, and reptiles.

## **Endangered Species**

(Grades 4-5)

This vital program will distinguish between the terms threatened, endangered & extinct allowing students to understand why so many animal populations are disappearing at an alarming rate. Additionally, students will examine products of the illegal wildlife trade. Students will also learn about green choices they can make to promote a healthier planet.

## **Fascinating Forests**

(Grades K-5)

Students will discover what makes the eastern deciduous forest so unique. Food chains, habitats, layers of the forest, and its inhabitants will be highlighted.



## **Interesting Insects**

(Grades K-5)

Insects play an essential role in all of our lives. Students will learn about the unique characteristics of these fascinating invertebrates and better understand the importance of these amazing creatures.

## **Introduction to Herpetology**

(Grades 2-5)

Delve into the wild world of herpetology to explore reptiles and amphibians. Students will compare physical attributes and learn about some amazing adaptations which aid in survival.



## **Native Americans in Queens:**

(Grades 2-5)

The Matinecock Tribal Nation has a long and proud history in Queens and western Long Island. During this lesson, students will learn about the traditions and customs of the Matinecock People. A discussion of daily life and tools of survival will give children a better understanding of Native American culture and their respect for nature. Students might also be surprised to learn that some Matinecock still live in neighboring communities.



## **Pond Discovery**

(Grades K-5)

Explore and learn about the physical characteristics of a pond, the biotic and abiotic elements of the ecosystem, and meet some of its local inhabitants.

## **Seasonal Adaptations**

(Grades K-5)

How do the animals and plants survive the changing seasons in New York City? From hibernation to migration, diet change to dormancy, students will learn about the special adaptations animals have to survive in their ever changing environment.

## **Wonders of Worms & Compost**

(Grades K-3)

What is compost? How does it differ from trash? How is it created? In this lesson students will learn how compost is made, how it is used, and why it is so important. They will also learn about how trash is harmful for our planet and learn about the importance of decomposers.



## Doubleknot LLC

### Service Provider Agreement

Please fully read this Service Provider Agreement. It contains important information about Doubleknot's services to you and your organization. By signing below, you agree to the terms of service.

This Service Provider Agreement ("Agreement") sets forth the terms and conditions whereby **Doubleknot LLC**, a Delaware limited liability company, having an office at 20665 Fourth Street, Suite 103, Saratoga, CA 95070, USA, ("Doubleknot") will provide services for Alley Pond Environmental Center, having an office at 228-06 Northern Blvd, Douglaston, NY 11362 ("Organization").

This Agreement governs the purchase and use of all Doubleknot services (collectively, the "Services"), as described in the Service Application(s) submitted by Organization and accepted by Doubleknot. This is a comprehensive agreement covering use of Doubleknot's software and professional services as well as the appointment of Doubleknot as a reseller where applicable.

Doubleknot reserves the right to change this agreement. Doubleknot will notify Organization, as specified in section 14.6, of service term changes and provide a sixty (60) day period for acceptance of the new terms. Organization's continued use of the Services for a period of more than sixty (60) days following Doubleknot's notification of any service terms modifications constitutes your acceptance of the modifications. If Organization does not agree to the terms of any modification, it must discontinue use of the service within sixty (60) days and notify Doubleknot of its termination of this Agreement in the manner described below. Any changes or additions to the service shall not be binding until such sixty (60) day period has elapsed unless otherwise agreed to in writing.

WHEREAS, Doubleknot is a provider of services that permits users to access a web-based software application known as Doubleknot ("Product"); and

WHEREAS, Organization desires to engage Doubleknot to perform certain services, and to provide Organization with direct access to the Doubleknot Product Website ("Product Site"); and

WHEREAS, Doubleknot desires to provide certain services to Organization subject to the terms, conditions and restrictions set forth herein:

NOW, THEREFORE, in consideration of the promises hereof, and the mutual obligations herein made and undertaken, the parties hereto agree as follows:

#### 1. SERVICES.

1.1 Doubleknot agrees to provide Organization with access to the Product and Product Site, and otherwise to perform and to provide to Organization the Services in accordance with the terms of this Agreement and the Service Application(s) submitted by Organization and accepted by Doubleknot. Each such executed Service Application is hereby incorporated herein in its entirety by reference.

#### 2. ORGANIZATION RIGHT OF USE.

2.1 Doubleknot grants to Organization and Organization agrees to accept a non-transferable and non-exclusive right to access and to use the Product as defined below, for its internal use, in accordance with the terms of this Agreement.

2.2 Organization is responsible for all activities that occur under Organization's user accounts. Organization will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, information or material Organization provides or submits to Doubleknot; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Product or Product Website, and notify Doubleknot promptly of any such unauthorized access or use; and (c) comply with all applicable local, state, federal, and foreign laws in using the Product and Product Website.

#### 3. PROPRIETARY RIGHTS.

3.1 Ownership. Organization acknowledges and agrees that this Agreement grants Organization no title or right of ownership in or to the Product software application or any component thereof, or to any associated materials or intellectual property, or in or to any enhancements, modifications or improvements (collectively referred to hereinafter as the "Product Offering"). Organization shall not modify, copy or make derivative works based on the Product Offering, or otherwise cause any action which would be inconsistent with or tend to impair the rights of Doubleknot or its licensors in the Product Offering.

3.2 Ownership of material data for the Product Site shall remain with the Organization. Such data includes Organization's corporate data, registration data, member data and financial information supplied and input by or on behalf of Organization ("Organization Data"). Doubleknot agrees not to use any Organization Data for any purpose other than to perform the Services and fulfill its obligations under this Agreement. Doubleknot further agrees not to make Organization Data available to any third party without Organization's prior written consent except to comply with applicable legal requirements or law enforcement. Organization grants Doubleknot the right to use Organization's name and logo for the purpose of marketing Doubleknot's services and offerings during term of this Agreement.

#### **4. MAINTENANCE AND SUPPORT.**

4.1 Provided that Organization is current in its payment of fees under this Agreement, Doubleknot shall provide to Organization its standard technical support and maintenance at no charge. Standard customer support is provided through email at [doubleknot@doubleknot.com](mailto:doubleknot@doubleknot.com). Additional support services are provided according to the subscription level specified on the submitted Service Application. Standard technical support and maintenance includes the following services:

- (a) Doubleknot support personnel shall be available to provide assistance via email to Organization during Doubleknot's normal business hours from 8:30am to 5:30pm, Monday through Friday, USA Pacific time.
- (b) Delivery of enhancements updates and upgrades to the Product Offering that Doubleknot makes generally and commercially available to other organizations without levying an incremental fee (collectively "Improvements".)
- (c) Standard error correction and maintenance modifications.

4.2 Notwithstanding the above, if Doubleknot, in its sole discretion, makes a reasonable business determination that the technical support requested by Organization pursuant to this section will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar organizations of the Product Offering (including, but not limited to, assistance to enable the interfacing or operation with a non-supported, unusual or proprietary system, or Organization requested data restore), Doubleknot shall notify Organization that the requested support is considered an additional service which shall be subject to additional fee to be determined and agreed upon between Doubleknot and Organization.

4.3 Doubleknot shall also have responsibilities to use reasonable commercial efforts to monitor and maintain the host servers and to ensure continuous connectivity, availability and operation of the Product Site on the World Wide Web.

4.4 Security. Doubleknot shall offer secure access to the Product Site using the Internet, by hosting its application. Doubleknot shall operate and maintain the Product server ("Server") in good working order with access restricted to qualified employees or contractors of Doubleknot and persons designated by Organization. Doubleknot shall employ its best commercial efforts to ensure the security, confidentiality and integrity of all Organization Data and other proprietary information transmitted through or stored on the Server, including, without limitation; (a) maintenance of independent archival and backup copies of the Product Site and all Organization Data; and (b) protection from any network attack and other malicious, harmful or disabling data, work, code or program. Furthermore, Doubleknot warrants that the the Product is deployed and maintained according to PCI DSS (Payment Card Industry Data Security Standard) requirements for payment transactions.

Organization acknowledges and agrees that Doubleknot will not be liable for disclosure, monitoring, loss, alteration or corruption of Organization Data to the extent it results from Organization's failure to safeguard data or protect against the unauthorized use of facilities, computer network access devices and passwords.

4.5 Backup. Doubleknot shall maintain backup information on all Organization data in the application on a daily basis, subject to the terms of this Agreement.

4.6 Assistance From Organization. Organization agrees to make available appropriate personnel to advise Doubleknot in the performance of obligations under this Agreement and to provide Doubleknot any Organization Data required for successful operation of the Product Site.

4.7 Organization and Doubleknot agree that responsibility for trouble-free operation of the Product Site is dependent on a combination of reliability, proper hardware configuration (including backup hardware configurations, backup power sources and backup communication facilities), a virus-free environment, system backup procedures, and Organization's adherence to Doubleknot recommended practices.

4.8 Notwithstanding the above, Organization understands and acknowledges that from time to time, the Product Site may be inaccessible or inoperable for various reasons, including equipment malfunctions, upgrades or modifications, or causes beyond the control of Doubleknot which are not reasonably foreseeable by Doubleknot, including

interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Doubleknot shall use its best commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Product Site and in the case of any scheduled Downtime, if applicable, Doubleknot shall provide one (1) week advance notice to Organization or such other shorter period of time as Doubleknot shall reasonably determine.

## **5. RESELLING OF PRODUCTS AND SERVICES**

5.1 Organization may provide to Doubleknot for resale to end users (some of which may be sub-resellers) (collectively, the "Customers") products and/or services of Organization that Organization has elected to make available through Doubleknot ("Resell Services"). Any Resell Services which Doubleknot elects to obtain and Organization elects to provide shall be considered Resell Services under this Agreement and shall be provided pursuant to the terms and conditions of this Agreement.

5.2 Appointment as Reseller; Representation of Reseller; Resale to Sub-resellers.

(a) Organization appoints Doubleknot as a reseller of the Resell Services and grants Doubleknot the non-exclusive right to sell the Resell Services to Customers.

(b) Organization shall service and support all Resell Services sold by Doubleknot and indemnify Doubleknot from any and all liability and any claims or warranties expressed or implied by the Resell Services provided to Doubleknot by Organization. Should the Doubleknot Resell Services be cancelled, defective or undelivered for any reason due to, but not limited to, inclement weather, legal restriction, labor dispute, strike, boycott, flood, fire, public emergency, riot or war, Organization shall be responsible for any and all liability and for any reimbursement payments to Customer or to Doubleknot in the event Doubleknot has provided any reimbursement.

(c) Resell Services shall be considered to be made available to Doubleknot and designated for Doubleknot's resale if and when Organization establishes such Resell Services on the Product Site with online payment enabled via a Doubleknot merchant account.

(e) All Resell Services shall be subject to a processing fee ("Transaction Fee"), as provided in the Service Application.

5.3 Resell Services Remittance of Net Funds.

(a) Doubleknot will initiate an electronic funds transfer request ("EFT") for monies collected from the Resell Services, less Transaction Fees, within two business days after any such request.

(b) EFTs are made to the Organization by signing on to the Product Site and using the funds request feature. The electronic funds transfer will be sent to Organization's designated bank account. Doubleknot will not remit funds to any individual person.

(c) Remittance of funds transmitted by electronic funds transfer to United States banks shall not incur any remittance charges ("Remittance Fee") except where such requests are less than seven (7) days from any such previous request and where there are five (5) or fewer transaction charges from the previous request. All other remittances shall be subject to a Remittance Fee.

5.4 Customer Contracts. Organization acknowledges and agrees that any Resell Services to Customers shall be purchased from Doubleknot. Organization shall be free to determine terms and conditions of the sale other than refund policy. All Resell Services shall state the purchase is non-refundable.

## **6. TERM AND TERMINATION.**

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue for the term as outlined in the Service Application(s). This agreement shall automatically renew for successive terms ("Renewal Term(s)") unless Organization provides written notice of its desire to terminate at least ten (10) days prior to the end of the then current Renewal Term, or if Doubleknot gives the Organization written notice of its desire to terminate at least thirty (30) days prior to the end of the then current Renewal Term.

6.2 Termination for Cause. Either Party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice of a material breach to the other Party, provided such breach remains uncured at the expiration of such notice period; or (b) immediately if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, which proceeding is not dismissed within sixty (60) business days. Doubleknot may terminate this agreement immediately and without notice if Organization violates Doubleknot's Terms of Service.



6.3 Termination for Convenience. Organization may terminate this Agreement, without cause and in its sole discretion, at any time within thirty (30) days following the Effective Date. If Organization so terminates, Organization agrees to pay and Doubleknot shall retain all fees incurred prior to the date of such termination. Payment processing fees, setup fees, consulting fees and any fees Doubleknot has paid to third parties on behalf of the organization shall not be refunded.

6.2.2 Termination of this Agreement shall not relieve either party of the obligations incurred hereunder pursuant to Section 3 and Sections 7 through 13 hereof, which Sections shall survive such termination.

6.2.3 Upon termination of this Agreement for any reason, Organization shall immediately cease all use of the Product Offering and return or purge any and all components thereof, including returning or destroying or causing to be destroyed any and all copies of any documentation, notes and other materials comprising or regarding the Product Offering.

## 7. COPYRIGHTS AND TRADEMARKS.

7.1 Doubleknot shall have and retain sole ownership of any and all Doubleknot trademarks, including the goodwill pertaining thereto. Organization shall not remove or alter any of Doubleknot proprietary or copyright notices, trademarks or logos.

7.2 Organization grants Doubleknot a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by Organization or on behalf of Organization including Organization's name, trademarks, service marks and logo on the Product Site.

7.3 Any works of authorship and its derivatives made by Doubleknot under this Agreement shall be sole property and copyright of the Doubleknot unless Doubleknot specifically designates otherwise by marking such works as copyright of Organization. With exception to Computer Source Code, copies of any such works produced specifically for the Organization shall be given to the Organization and Doubleknot shall grant a perpetual, irrevocable, worldwide, royalty free license to Organization to use these works.

## 8. DOUBLEKNOT FEES.

8.1 The service fees are subject to change from time to time in Doubleknot's sole and absolute discretion.

8.2 Remittance Fees subject to Section 5.

(a) When applicable, the Remittance Fee shall be \$2.00 for electronic funds transfer.

(b) The Remittance Fee for paper check delivered via the postal service is \$10.00.

8.3 Transaction Processing Fees.

(a) For all Resell Services sold by Doubleknot a transaction fee is assessed as described on the Service Application or any amendment thereof. All funds remitted to Organization for Resell Services shall be less a transactions fee.

(b) For all online payment transactions provided through Doubleknot that are not subject to Resell Services a transaction fee assessed as described on the Service Application or any amendment thereof. On a monthly or greater basis, Organization agrees to allow Doubleknot to automatically collect these fees via Electronic Funds Transfer (EFT) from the organization's designated bank account. Doubleknot shall provide to the organization a report detailing the transactions that make up the total transferred amount.

8.4 Doubleknot shall charge a subscription fee for access to and use of the Product as provided on the Service Application.

## 9. CONFIDENTIALITY.

9.1 Each party agrees that during the performance of this Agreement it may receive information relating to the other party that is not generally known or that is of a proprietary nature ("Confidential Information"). Each party agrees not to use or disclose any Confidential Information except for the purpose of meeting its obligations under this Agreement, and will not use Confidential Information for any other purpose whatsoever. Confidential Information shall not include any information that is (a) generally known or available to the public; (b) already known at the time of receiving the Confidential Information through no wrongful act of the other party; or (c) furnished by a third party with the right to do so. In the event that either party is required to disclose Confidential Information relating to the other party to a court or government agency, it shall, prior to disclosure, and as soon as practicable, notify the other party and allow it an adequate opportunity to object to the disclosure order or take other action to preserve the confidentiality of the information. Organization shall advise all its employees, agents or contractors that they are bound by the



confidentiality terms of this Agreement. Further, Organization and Doubleknot shall advise their employees, agents or contractors that they are bound by the confidentiality terms of this Agreement. Further,

9.2 Organization acknowledges that the Product Offering is unique and valuable and has been developed or otherwise acquired by Doubleknot at great expense, and that any unauthorized disclosure or use of the Product Offering or any component thereof, would cause Doubleknot irreparable injury and loss, for which damages would be an inadequate remedy. If either party should breach or threaten to breach any provision of this Section 9 of the Agreement, the non-breaching party, in addition to any other remedy it may have at law or in equity, will be entitled to seek a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by the non-breaching party as a result of a breach of any provision of this Agreement. In the event that either party should seek an injunction hereunder, the other party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security. In the event of a dispute between the parties, the non-prevailing party will pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, associated with resolving the dispute.

## **10. USE AND LIMITATIONS OF USE.**

10.1 Prohibited Use. Organization's access to the Services is conditioned upon its representations and warranties that it will not:

- (a) Use, or allow its users to use, the Services in violation of the terms of this Agreement;
- (b) Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Product or Services in any way;
- (c) Use or launch any automated system, including without limitation, "robots," "spiders," "scanners" or "offline readers," that accesses the Services in a manner that sends more request messages to Doubleknot servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- (e) Use the Services in any manner that damages, disables, overburdens, or impairs any Doubleknot website or interferes with any other party's use of the Services;
- (f) Attempt to gain unauthorized access to the Services;
- (g) Access the Services by any means other than through the interface that is provided by Doubleknot for use in accessing the Service; and
- (h) Use the Services for any purpose or in any manner that is unlawful or prohibited by this Agreement.

## **11. LIMITED WARRANTIES.**

11.1 Each party represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

11.2 Doubleknot represents and warrants that Services performed under this Agreement will be performed using generally accepted industry standards and will substantially conform to agreed upon specifications, provided, however, that Doubleknot shall not be liable to Organization or any third party for violation of any applicable law, rule or regulation arising from or pertaining to content provided to Doubleknot by Organization.

11.3 To the knowledge of Doubleknot, neither the Product Offering nor any component thereof violates any applicable law, rule or regulation or any third party rights, including any patent, trademark, trade name, copyright, trade secret or other intellectual property right.

**11.4 THE WARRANTIES MADE IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY DOUBLEKNOT WITH RESPECT TO SERVICES AND SOFTWARE PROVIDED HEREUNDER AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**

11.5 Doubleknot shall not be responsible for any delay in the delivery of Services, including implementation, support or maintenance, which results from Organization's failure to provide information or assistance as called for under this Agreement.

## **12. INDEMNITY**

12.1 Each party agrees to indemnify the other and hold the other harmless against any losses, damages, liabilities and expenses resulting from its own acts or omissions resulting in claims made by any third party which arises from or are in any way connected with its own performance of its obligations hereunder (except fraud or gross negligence), or Organization's use of all or any component of the Product Offering.

12.2 Organization, at its expense, will defend, indemnify, and hold Doubleknot harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Doubleknot which directly relate to any such claim, action, suit, or proceeding made or brought against the Doubleknot by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark by way of Doubleknot's use of any Organization Data that Organization provides to Doubleknot and Doubleknot uses in provision of the Services for Organization.

12.3 Doubleknot shall defend Organization against any claim that the use of the Product Offering or any component thereof by Organization as permitted under this Agreement constitutes a violation of any applicable law, rule or regulation or any third party right as described in Section 11.3, above, but only to the extent that the action relates solely to the Product Offering, not materially altered or modified by or on behalf of Organization, and is not based on use of the Product Offering on other than the system for which the Product Offering was designated, provided that: (a) Organization give Doubleknot written notice within ten (10) days of notice of any such claim; (b) Doubleknot controls the defense of any action and has the right to settle; and (c) Organization fully cooperates with Doubleknot in the defense of such claim. In the event that the use of the Product Offering is enjoined by a court of competent jurisdiction because of a holding of patent or copyright infringement, Doubleknot, at its sole option, may: (i) procure for Organization the right to continue using the Product Offering; or (ii) modify the Product Offering to make it non-infringing, while still performing substantially the same functions set forth in the Specifications.

## **13. LIMITATION OF LIABILITY.**

13.1 DOUBLEKNOT'S TOTAL ACCUMULATED LIABILITY TO THE ORGANIZATION OR TO ANY THIRD PARTY FOR ANY LOSS, DAMAGES, COSTS OR EXPENSES WHETHER IN STRICT LIABILITY, NEGLIGENCE, CONTRACT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO SUBSCRIPTION AND CONSULTING FEES ACTUALLY PAID BY ORGANIZATION AND NET FUNDS DUE TO ORGANIZATION FOR RESELL SERVICES HEREUNDER.

13.2 ORGANIZATION SHALL BE LIABLE TO DOUBLEKNOT FOR ANY LOST PROFITS OR DAMAGES RESULTING FROM ORGANIZATION'S FAILURE TO PROVIDE PRODUCTS OR SERVICES RESOLD BY DOUBLEKNOT. DOUBLEKNOT SHALL HAVE THE AUTHORITY TO INITIATE AN ELECTRONIC FUNDS TRANSFER OR PROVIDE AN IMMEDIATELY DUE INVOICE TO ORGANIZATION FOR ANY ORGANIZATION PRODUCT OR SERVICE RESOLD WHERE DOUBLEKNOT HAS BEEN LEGALLY REQUIRED TO REFUND MONEY TO CUSTOMERS. SUCH ELECTRONIC FUNDS TRANSFER OR INVOICE SHALL NOT EXCEED THE AMOUNT OF THE REFUND PLUS APPLICABLE TRANSACTION FEES AS PROVIDED BY THE SERVICE APPLICATION.

## **14. MISCELLANEOUS.**

14.1 Entire Agreement. This Agreement, together with the Service Application hereto, which are incorporated herein by reference, comprise the entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement.

14.2 Independent Contractors. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute a partnership between or joint venture of the parties, nor shall either party be deemed the agent of the other party or have the right to bind the other party in any way without the prior written consent of such party, except as specifically provided in this Agreement.

14.3 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party that has given such waiver or excused such breach.

14.4 Governing Law. This Operating Agreement shall be governed by and construed in accordance with the local, internal laws of the State of California (without regard to or application of conflict of law principles).

14.5 Dispute Resolution, Submission to Jurisdiction, Waivers. Any claim, demand, disagreement, controversy or dispute that arises regarding, from or in connection with this Agreement or the breach or termination thereof (collectively, a “**Dispute**”), between Doubleknot and Organization shall be resolved in accordance with the following dispute resolution procedures:

(a) Mediation. Not later than 20 business days following notice of a Dispute, the parties shall make arrangements for a mediation session in an effort to resolve the Dispute. The mediation shall be at a location within the County of Santa Clara, California.

(b) Arbitration. In the event that the mediation pursuant to Section 14.5(a) does not result in a mutually acceptable resolution, any party may demand that the Dispute be settled by binding arbitration initiated by written notice by that party to the other. The parties shall agree on the arbitrator; *provided, however*, that if the Unitholders cannot agree on the arbitrator, either party can request that the American Arbitration Association select the arbitrator. The arbitration will be held in Santa Clara County, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The decision of the arbitrator as to the validity and amount of any claim disputed by the parties shall be binding and conclusive upon the parties, and judgment on the award may be entered in any court having jurisdiction.

(c) Fees and Expenses. Except to the extent specifically set forth in this Agreement, each party shall pay their own fees and expenses incurred in connection with the mediation and any arbitration, *provided that* in the case of an arbitration, the arbitrator may include in its decision the award of fees and expenses to the prevailing party.

14.6 Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials or services, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, such party shall immediately provide notice to the other party of such delay, and performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14.7 Notices. All notices, requests, demands, directions, and other communications given to or made upon any party hereto under the provisions of this Agreement shall be in writing (including facsimile and email communication), shall be deemed received by the Organization when Doubleknot uses the email address or mail address for the Organization as contained on the 'Organization Profile' page of the Product. Notices to Doubleknot shall be deemed given when received, and shall be sent to: Doubleknot LLC, 20665 Fourth Street, Suite 103, Saratoga, CA 95070 or Faxed to: (408) 741-1000 or emailed to: [doubleknot@doubleknot.com](mailto:doubleknot@doubleknot.com).

Either party may at any time designate another address for the receipt of notice by notifying the other party in accordance with this Section 14.7.

14.8 Severability. If any provision of this Agreement is held invalid or unenforceable by any court, arbitrator or agency of competent jurisdiction, the parties shall mutually agree on an alternate, legally valid and enforceable provision. The remainder of this Agreement shall nevertheless continue in full force and effect to the extent that continued operation under this Agreement without the invalid or unenforceable provision is consistent with the intent of the parties as expressed in this Agreement.

14.9 Taxes. Organization shall pay any federal, state, county or local sales, property, investment, use and/or other applicable taxes arising out of Organization's acquisition or use of the services of Doubleknot under this Agreement, except any taxes on Doubleknot's income, whenever imposed. Upon request of Doubleknot, Organization shall obtain and provide to Doubleknot any certificate of exemption or similar document required to exempt Organization from any such tax liability. In the event that (i) any taxes are paid by Doubleknot on behalf of Organization, (ii) Doubleknot has received payment therefore from Organization, and (iii) it is thereafter determined that Organization may be entitled to a refund of any such taxes, or a portion thereof, then Doubleknot shall file the appropriate documents to receive such refund at Organization's request, and Doubleknot shall pay such refund to Organization upon receipt of such refund.

14.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.



The above is agreed to:

**Doubleknot LLC**

Signature

Name

Title

Date

Alley Pond Environmental Center, Inc.

Organization Name

Sara T. Scheid

Signature

Irene V. Scheid

Name

Executive Director

Title

6/27/18

Date

As the authorized representative of \_\_\_\_\_ ("Worksite"), located at \_\_\_\_\_ (Address); I hereby certify that the Worksite is and shall remain in compliance with all applicable provisions of the Federal Government, New York State ("State") Labor Law, and The City of New York ("City") Department of Youth & Community Development ("DYCD") and shall implement the program as described in the Worksite Application and the Worksite Handbook for the \_\_\_\_\_ ("Program").

**If selected to be a Worksite, I certify that:**

1. The Worksite will fully provide the activity described in the Worksite Application and will provide supervision in the appropriate ratio to all Participants assigned to this Worksite at all times. Further, the Worksite will account for and certify Participants' time and attendance and will ensure that the hours reported reflect the actual hours worked.
2. The Worksite commits to being in compliance with all administrative requirements of the Program, as explained by the DYCD-contracted Provider ("Provider") and outlined in the Worksite Handbook.
3. The buildings, surroundings, and conditions at the location where Participants are to be assigned for in-person (whether full-time or hybrid) are in compliance with all applicable Federal, State, and local laws, codes, and standards as well as standards set forth by DYCD.
4. The Worksite complies and will continue to comply with all regulations concerning prohibited activities of the State Department of Labor ("DOL") Rules and Regulations as published by the DOL.
5. I understand the worksite may be monitored by DYCD, the State DOL, and any other City, State or Federal agencies in unannounced visits and I will provide each monitoring agency with information pertinent to our participation in the Program.
6. I understand that, if the Worksite is found in violation of the Department of Youth and Community Development policies and procedures as stated in the Worksite Handbook and/or any other City, State or Federal agency requirements, DYCD reserves the right to unilaterally terminate participation as a Worksite.
7. Each individual listed as a supervisor in the Worksite Application will attend training provided by the Provider and/or DYCD and failure to attend will result in revocation of this Worksite Application and/or untrained supervisor(s) not being permitted to supervise Participants.
8. Worksite has performed or will perform background screening for all staff members, including regular and/or volunteer staff, who will be working with Participants, in accordance with the requirements outlined in the Worksite Handbook. Such background screening must include criminal history and employment history, while complying with applicable law, including the New York City Fair Chance Act. Based on the background screening, the Worksite will make a determination as to whether staff may properly and safely supervise or work with Participants. I further certify that none of the officers, directors, or managing personnel of the Worksite have been convicted of defrauding the City/State/Federal government or of obstructing an investigation with respect to such fraud during the past three years.
9. The Worksite will immediately report to the Provider all incidents involving Participants which potentially impact the health, safety, and/or wellbeing of an individual, property, or operation of the Program,

## WORKSITE ASSURANCES AND CERTIFICATIONS AGREEMENT

or which stem from or are related to the Program, in accordance with DYCD's Incident Reporting policy.

10. The Worksite will comply with all required worksite postings per federal, state, and local law (including but not limited to: Drug Free Workplace; Permitted Work Hours for Minors; Equal-Opportunity; Sexual Harassment Postings; and Worksite Certificate of Approval).
11. The Worksite has available for review Certificates of Incorporation, Health Inspection Certificates, required operating licenses and permits, and any other documentation pertaining to its status and compliance with applicable laws.
12. The Worksite understands that the signing of this agreement in no way guarantees that a Participant will be assigned to the Worksite.
13. The Worksite understands that no payment will be made to the Worksite by DYCD or the Provider in conjunction with the placement of a Participant or any of the requirements imposed above.
14. Worksite agrees that it shall comply with any applicable DYCD, City, State, or federal public health emergency regulations that may be in effect.

Please note that this is a summary of your requirements as a Worksite in the Program. To review complete details of your responsibilities, please refer to the Worksite Handbook or contact your Provider with questions.

***I agree to the above conditions and specifications of this "Worksite Assurances and Certifications Agreement" to provide the services in connection with the statements above and in conjunction with the Worksite Handbook.***

**Worksite Representative:**

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: *Brenda L Detweiler* Date: \_\_\_\_\_

**Provider Representative:**

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: *Duff G* Date: \_\_\_\_\_



## ALLEY POND ENVIRONMENTAL CENTER INC.

229-10 Northern Boulevard, Douglaston, NY 11362

P: 718-229-4000 | [contact@alleypond.com](mailto:contact@alleypond.com)

October 9, 2024

To Whom It May Concern:

This letter is to confirm Alley Pond Environmental Center, Inc. is the sole vendor of the program being offered to two HS alternate assessment classes from Francis Lewis High School on Wednesday, April 9<sup>th</sup>, 2025. We will be offering the class visit program entitled "Animal Adaptations" from 10:30am-12:30pm. We are the only environmental center in Queens that provides outdoor education regarding animal adaptations. This program will include a lesson, guided nature walk, live animal presentation, and an activity.

Should you require additional information, please contact me at 718-229-4000.

Sincerely,

Erica Chow  
Upper Grades Coordinator



229-10 Northern Blvd • Douglaston, NY 11362  
(718) 229-4000 [www.alleypond.org](http://www.alleypond.org)

Alley Pond Environmental Center (APEC), a non-profit organization in Northeast Queens, has been an educational oasis for environmental studies for more than 50 years!

APEC's Annual Gala is our most important fundraiser of the year. The Green Gala will be held on October 23, 2025 at Terrace on the Park. To make this event a financial success, which will support our programs, maintain our majestic nature trails, and care for APEC animals we are counting on your support.

Support from you is essential for the success of this event. Your participation allows us to continue transforming the lives of community members through spreading environmental awareness.

Please see the attached for the Sponsorship Levels for our 2025 Green Gala.



Please feel free to call me at 718-229-4000 or email me at [ischeid@alleypond.org](mailto:ischeid@alleypond.org) if you have any questions or for more information.

Thank you for your consideration.

Cordially,

A handwritten signature in black ink, appearing to read 'Irene V. Scheid'.

Irene V. Scheid  
Executive Director



# Become A Sponsor of APEC's 2025 Green Gala (10/23/2025)

## Great Blue Heron Sponsorship - Outside Back Cover in Gala Journal plus:

- Two Premium Tables for 20 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$25,000**

## Great Horned Owl Sponsorship - Inside Back Cover in Gala Journal plus:

- Two Premium Tables for 16 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$20,000**

## Red-Tailed Hawk Sponsorship - Center Page in Gala Journal plus:

- Priority Table for 10 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$15,000**

## Double-Crested Cormorant Sponsorship - Gold Page in Gala Journal plus:

- Priority Table for 8 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$10,000**

## Wood Duck Sponsorship - Silver Page in Gala Journal plus:

- Standard Table for 8 People
- Recognition Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Donation Acknowledgement on Facebook/Instagram/etc.
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$7,500**

## Blue Jay Sponsorship - Bronze Page in Gala Journal plus:

- 6 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$5,000**

## Northern Cardinal Sponsorship - Full Page in Gala Journal plus:

- 4 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$2,500**

## Carolina Wren Sponsorship - Half Page in Gala Journal plus:

- 3 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$1,000**

## Ruby-Throated Hummingbird Sponsorship - Quarter Page in Gala Journal plus:

- 2 Tickets to Gala
- Sponsorship Listing in Gala Journal
- Signage Opportunities at Gala
- Company on "Thank You Poster" at APEC and on Webpage for 1 Year

**\$500**

Thank You For Your Continued Support!

(718) 229-4000

[contact@alleypond.org](mailto:contact@alleypond.org)



229-10 Northern Boulevard

Douglaston, NY 11362

Facebook: [facebook.com/alleypond](https://facebook.com/alleypond)

Instagram: [instagram.com/apecofqueens](https://instagram.com/apecofqueens)

X (formerly Twitter): [twitter.com/hashtag/AlleyPondEnvironmental](https://twitter.com/hashtag/AlleyPondEnvironmental)

TikTok: <https://www.tiktok.com/@apecofqueens>

LinkedIn: [linkedin.com/company/alley-pond-environmental-center](https://linkedin.com/company/alley-pond-environmental-center)



229-10 Northern Blvd, Douglaston, NY 11362  
718-229-4000  
[www.alleypond.org](http://www.alleypond.org)

October 7, 2024

To Whom It May Concern,

It is my pleasure to offer the following information and recommendation concerning Maria Tsouros. I am the Volunteer Coordinator at Alley Pond Environmental Center (APEC) and one of Maria's supervisors, where she was a volunteer from June 2024-August 2024. APEC is a nonprofit environmental education organization located in Queens, New York. At APEC, we teach people about caring for our natural environment, and we utilize animals and our nature trails to reinforce our lessons.

Maria dedicated 48.75 hours of service to our center. She was a great help to our center, assisting the Education Department with summer classes. Maria always conducted herself in a mature and responsible manner, and completed every task assigned to her to the best of her ability.

Maria had a great rapport with the children in the classroom, as well as the adult educators that she worked closely with. She handled herself professionally and remained flexible when asked to take on other duties on short notice. Maria was so trustworthy and dedicated, that she was offered a per diem position within our organization. It's been a pleasure getting to know Maria. It's because of her dedication and commitment to her volunteer position that I am confident these traits will carry over into her college career. Therefore, I highly recommend Maria. She will make a lovely addition to your college community.

Please contact me if you require further information. I can be reached at (718) 229-4000.

Regards,

Brenda Wiest-Detweiler  
Volunteer Coordinator

# Press Release

For More Information Contact Front Desk of APEC (718) 229-4000

## *Title of Program*

**DATE:**

**TIME:**

**PLACE:** Alley Pond Environmental Center  
22910 Northern Boulevard  
Douglaston, NY 11362  
718-229-4000  
[www.alleypond.org](http://www.alleypond.org)

**AGES:**

**FEE:**

**PRE-REGISTRATION REQUIRED.** Please pre-register by visiting [www.alleypond.org](http://www.alleypond.org)

*Description*

This program for ages will take place at APEC at *address* on \_\_\_\_\_ date from \_\_\_\_\_ time and is  
\_\_\_\_\_ price per person.



# City of New York Parks & Recreation

## Natural Resources Group

### Permit to Conduct Research in Parks

The following individuals are authorized to conduct scientific research at the location(s) and dates listed below:

**Personnel:** Erica Chow and Joshua Sacker

**Location(s):** Francis Lewis Park

**Dates:** October 25 -December 31, 2022

*The following actions are granted by this permit:*

- Deploy seine nets and dip nets to sample marine organisms along the shoreline
- All species will be returned to the water after identification on site

Permittees must contact the Park Administrator or Manager 48 hours prior to conducting the permitted activities.

Permittees must have the permit, or a photocopy, in their possession when conducting the above-referenced research activities, as well as any required Federal or State permits.

Permittees shall be held liable for any and all damages or injuries to persons or property that may occur or be caused by the use of the permit. By accepting a permit, permittees agree to indemnify and hold harmless the City and the Department from any and all claims whatsoever that may result from such use.

As a condition of this permit, Parks requires an annual report after the calendar year. The report should include:

- Dates when research occurred
- Number and type of samples collected
- Disposition of samples
- Summary of research results, including all data generated

This information will be used internally only and will not be distributed to any outside person or group, except with written permission of the permittee. Send reports via e-mail to [research.permits@parks.nyc.gov](mailto:research.permits@parks.nyc.gov) or to the following address:

**Research Permits c/o Brady Simmons**  
**New York City Urban Field Station**  
**431 Walter Reed Road**  
**Fort Totten Cluster #2, Box #12**  
**Bayside, NY 11359**

For additional information about Parks' research permits, please call: (718) 225-3061 x114  
e-mail: [research.permits@parks.nyc.gov](mailto:research.permits@parks.nyc.gov),

Permittee shall Include the NYC Parks Press Office in any communications with press concerning your project at [pressoffice@parks.nyc.gov](mailto:pressoffice@parks.nyc.gov).

Name: Katie Brvson

ALLEY POND ENVIRONMENTAL CENTER

Year: 2024 / 25

Annual Report 1993

LUNCH TIME TAKEN						
Date	Time In	Time Out	# Hours in Department worked for	Sick Time Using this pay period	Total Hours	Explanations
Education	Admin.	Animals	Mainten.			
☆	☆	☆	☆	☆	☆	☆

## PER-DIEM & PART-TIME EMPLOYEES

According to the law you get 1 hour of sick time for every 20 hours worked.

sick hours per year.

# of hours worked this fiscal year: \_\_\_\_\_ HOURS

# Sick hours accrued: \_\_\_\_\_ HOURS

# OF SICK HOURS USED: \_\_\_\_\_

balance or sick hours: \_\_\_\_\_ HOURS that can be used if you are too ill to come to work on your assigned work day.

# sick hours using this time period: \_\_\_\_\_

☆ Please remember to fill out ALL starred areas.



OOPS!... [Read carefully]  
This PROOF is for your approval. It is your responsibility to find and advise us of all errors.  
Remember, mistakes ie. spelling, grammar etc. on PROOFS are customers responsibility.

Remember to Visit:  
[www.alleypond.org](http://www.alleypond.org)  
for upcoming programs

To all our APEC Friends,

We are marking our first official year in our new building. We are so grateful to be a part of this wonderful, supportive and kind community. Thank you for being a part of the APEC family!



Wishing you and your family a lovely holiday season and a Happy New Year~!  
Thank you so much for your support!  
We hope you keep warm and full of cheer~!



The Board, Staff & Volunteers of APEC



**ALLEY POND**  
ENVIRONMENTAL CENTER

229-10 Northern Boulevard  
Douglaston, NY 11362

NON-PROFIT ORG.  
U.S. POSTAGE  
**PAID**  
PERMIT NO. 488

A7 Envelope

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Remember, mistakes ie. spelling, grammar etc. on PROOFS are customers responsibility.

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PRINTING & GRAPHICS, INC.



Donation Card - Front

<input type="checkbox"/> \$500	<input type="checkbox"/> \$250	<input type="checkbox"/> \$100	<input type="checkbox"/> \$50	<input type="checkbox"/> \$35	<input type="checkbox"/> \$15	<input type="checkbox"/> \$ _____
<input type="checkbox"/> My check is enclosed. (Written out to APEC)				<input type="checkbox"/> Cash enclosed		
Please charge my credit card: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Amex						
Name _____						
Credit Card _____						
Exp. Date _____		3-Digit Code _____				
Address _____						
City _____		State _____		Zip Code _____		
Signature _____						
Phone _____		Email _____				

To donate online, visit:  
<https://alleypond.doubleknot.com/donate/holiday-card-2024-2025/3084939>

Donation Card - Back

OOPS!.. [Read carefully]  
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Remember, mistakes ie. spelling, grammar etc. on PROOFS are customers responsibility.

**PALADINO**  
PRINTING & GRAPHICS, INC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your stamp  
helps to  
keep our  
costs low

Alley Pond Environmental Center, Inc.  
229-10 Northern Boulevard  
Douglaston, NY 11362

A6 Envelope

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Remember, mistakes ie. spelling, grammar etc. on PROOFS are customers responsibility.

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## Recent designs

Invite people

Recent designs

Untitled Design

Alley Pond Environmen...

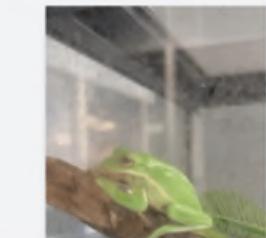
Untitled Design

Annual Campaign 2025...

2025 APEC Summer Ra...

slides &amp; eblast new 051...

See all



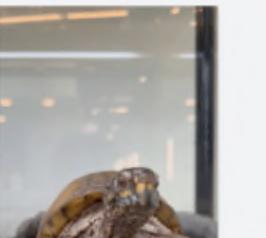
Untitled Design

Your Story • Edited 2 days ago



Alley Pond Environmental Cent...

Instagram Post (4:5) • Edited 1 day ago



Untitled Design

Your Story • Edited 2 days ago



Annual Campaign 2025 Print (1...

11 x 8.5 in • Edited 2 days ago



2025 APEC Summer Raffle

11 x 8.5 in • Edited 4 days ago



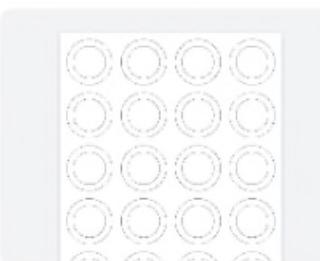
slides &amp; eblast new 051625

3840 x 2160 px • Edited 3 days ago



Summer Programs Flyer 2025

Magazine • Edited 4 days ago



button template

US Letter • Edited 5 days ago



Print 2024 APEC Wildlife Conse...

11 x 8.5 in • Edited 7 months ago



2024 APEC Summer Raffle

11 x 8.5 in • Edited 1 year ago



ANIMALS DONE

Lora  
Doug  
Chinchillas  
Rabbits  
Thor  
Bacon  
Eastern Box Tree Frog  
Spike  
Tigger  
Doves  
Boarded Dragon  
Cora Snake

APEC's Spring Newsletter 2025

11 x 8.5 in • Edited 1 month ago



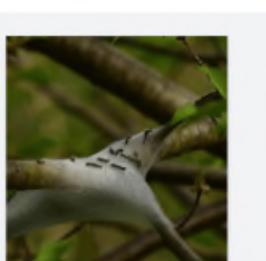
Heron Benefactor Flyer 5.13

US Letter • Edited 6 days ago



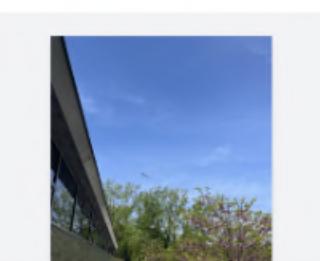
eblast programs new 4.17.25

Presentation • Edited 7 days ago



Happy Mother'

Instagram Post (4:5) • Edited 9 days ago



Untitled Design

Instagram Post (4:5) • Edited 15 days ago



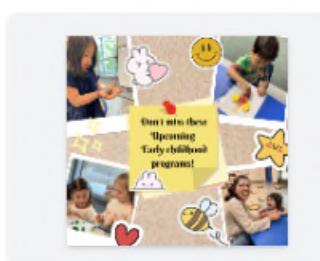
5.9 updated Lee Grant FY25 Bir...

US Letter • Edited 11 days ago



May Programs 2025

Real Estate Flyer • Edited 15 days ago



Animal Storytime

Instagram Post • Edited 16 days ago

## Displaying Results 1 - 20

---

### Alley Pond Environmental Center, Inc.

---

**Award Number:** FY25 08985 **Amount:** \$17,000

**Agency:** DCLA **Source:** Parks Equity Initiative

**Award Status:** Cleared - Contact Contracting Agency **Council Member:** Lee

---

### Alley Pond Environmental Center, Inc.

---

**Award Number:** FY25 07316 **Amount:** \$50,000

**Agency:** DCLA **Source:** A Greener NYC

**Award Status:** Cleared - Contact Contracting Agency **Council Member:** Paladino

---



Need help? [Contact us.](#)

Irene Scheid

---

## Your domains are about to auto-renew.

Smart choice. As long as your payment info is still up to date, you can keep doing your thing.

Not sure it's right? No problem. [Just sign in to your account and find out.](#)

Auto-renews on 2/26/2025 | Term: 1 Year

**alleypond.org**



business prime  Deliver to Irene  
Douglaston 11362

All   EN  Hello, Irene  
Account for Alley Pond Env... 

All Small Business Grants Get the app Memorial Day Sale Buy Again Today's Deals Gift Cards Business Savings Add Users Top Categories IT Supplies Savings For You Amazon Brands Quantity Discounts Apply for Small Business Grants Lists Business Prime

Alley Pond Environmental Center, Inc. | More groups  Search across your business account



contact  
[contact@alleypond.org](mailto:contact@alleypond.org)



# Alley Pond Environmental Center

Home | APEC Calendar | Party Reservations | Join Now

[Feature List](#) | [Support](#) | [Training Videos](#) | [Help](#)

Welcome Joshua  
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## EVENT MANAGEMENT

Organization: Alley Pond Environmental Center (Douglaston-NY)

[Event URLs](#)

[Report Multiple](#)

[Registration Search](#)

CALENDAR ACTIVITIES

DUES

DONATIONS

FACILITIES

PROGRAMS

FORMS

UTILITIES

Only Show



Current and Future



Past



All

Category

All Categories

Description



Search

[New Calendar Activity](#)

Description

Starting ▾

Ending

Back Cover Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Blue Jay Sponsor - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Bronze Page Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Carolina Wren Sponsor - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Center Page Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Double-Crested Cormorant Sponsor - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Eighth Page Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Full Page Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Gold Page Ad - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>
Great Blue Heron Sponsor - Gala 2025	10/23/2025 6:00 PM	10/23/2025 9:00 PM	<a href="#">Details</a>

## Campaigns

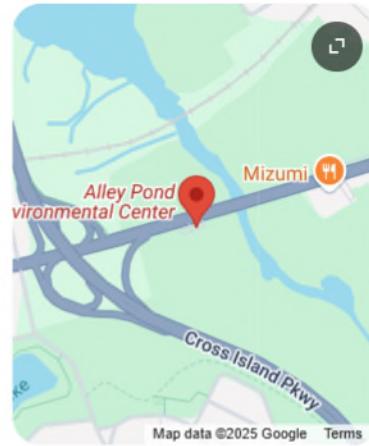
[Create campaign](#)[Sent \(321\)](#) [Drafts \(0\)](#) [Outbox \(0\)](#) Select all [Folder: All](#) [Filter](#)Display: [Campaign subject](#)

<input type="checkbox"/> 	<b>There's Even More Late Spring Fun To Be Had At APEC!</b> Regular · 2025-05-12 <a href="#">View report</a>	3,065 recipients	36.91% opened	1.54% clicked	<a href="#">Copy</a> <a href="#">Delete</a>
<input type="checkbox"/> 	<b>There's Still Spots Open For This Weekend's Early Childhood Program!</b> Regular · 2025-04-23 <a href="#">View report</a>	3,058 recipients	42.83% opened	1.47% clicked	<a href="#">Copy</a> <a href="#">Delete</a>
<input type="checkbox"/> 	<b>Soak in the Sun With APEC's Upcoming Programs!</b> Regular · 2025-04-17 <a href="#">View report</a>	3,058 recipients	43.37% opened	1.74% clicked	<a href="#">Copy</a> <a href="#">Delete</a>
<input type="checkbox"/> 	<b>Last Call for This Weekend's Early Childhood Programs!</b> Regular · 2025-04-10 <a href="#">View report</a>	3,062 recipients	40.73% opened	1.14% clicked	<a href="#">Copy</a> <a href="#">Delete</a>



# Alley Pond Environmental Center

4.7 ★ (475) · Nature preserve in Queens, New York · [Open](#) · [Reviews](#)



Reviews

4.7 ★★★★★  
(475 reviews)

Weather

Tue 63°   
Wed 57°   
Thu 54°   
Google Weather

Alley Pond Environmental Center  
<https://www.alleypond.org>

## ALLEY POND ENVIRONMENTAL CENTER - Home

The environmental center is located in Alley Pond Park, surrounded by lush nature trails where visitors can enjoy NYC's natural landscapes. Guests are welcome ...

[Website](#)

[Directions](#)

[Reviews](#)

[Save](#)

[Share](#)

[Call](#)

### Early Childhood Programs

Guests are welcome to attend one of APEC's many nature oriented ...

### Your Visit

We have moved to our new home at 229-10 Northern Boulevard ...

### Birthday Parties

Educational, Eco-friendly, & tons of fun! Members receive 5% off ...

### About

Nature center promoting environmental education, with marshland trails, a windmill, snakes & birds.

**Service options:** Picnic tables available

**Address:** 229-10 Northern Blvd, Douglaston, NY 11362

**Phone:** (718) 229-4000

**Hours:** Open · Closes 4:30 PM



## THE FRIENDS OF MAPLE GROVE

*Not for Profit Organization*

*... "Where history comes alive!"*



AT MAPLE GROVE LAKE  
Meet a CHINCHILLA,  
BEARDED LIZARD, BOX

### TURTLE AND PYTHON!

FREE ADMISSION with RSVP ONLY  
Limited Seating (no walk ins)

Please RSVP at (347) 878 6613

Moves to Center for inclement  
weather

LIVE STREAM LINK to be Posted  
On Facebook on day of Concert

Celebration Hall at The Center  
Maple Grove Cemetery  
127-15 Kew Gardens Road  
Kew Gardens NY 11415

Free Parking, Accessible Building

Website: [www.friendsofmaplegrove.org](http://www.friendsofmaplegrove.org)  
Email: [info@friendsofmaplegrove.org](mailto:info@friendsofmaplegrove.org)

Facebook: <https://www.facebook.com/FriendsOfMapleGroveCemetery>

Instagram: <https://www.instagram.com/historicmaplegrove/?hl=en>

Youtube: <https://www.youtube.com/channel/UC8R7-vfqwYQWRQnCGKjhAlg>



Our events are made possible with the support of:

MEMBERS and PATRONS of the Friends of Maple Grove Cemetery, The Maple Grove Cemetery Association, and The Office of Queens Borough President Donovan Richards Jr,



## Business information

[About](#)[Contact](#)[Location](#)[Hours](#)[More](#)

### About your business

#### Business name

Alley Pond Environmental Center

#### Business category



Your business category was updated by Google.

[Learn more](#)[OK](#)

#### CURRENT

Nature preserve

**PRIMARY**

Charity

Children's museum

Non-governmental organization

Tourist attraction

#### PREVIOUS

Non-profit organization

**PRIMARY**

Charity

Children's museum

Non-governmental organization

Nature preserve



+

New



Try AI directly in your favorite apps Use Gemini to generate drafts and refine content, plus get Gemini Pro with access to Google's next-gen AI for \$19.99 \$0 for 1 month

Try now ×



Home



My Drive



Computers



Shared with me



Recent



Starred



Spam



Trash



Storage

1.78 GB of 15 GB used

Get more storage

## Welcome to Drive

Search in Drive

Type ▼

People ▼

Modified ▼

Location ▼

### Suggested files



Name	Reason suggested	Owner	Location	Actions
Eagle Scout Project Proposal - Brendan Farrell <span>...</span>	You opened • Apr 1, 2025	brendanf0801@gmail.com	Shared with me	<span>+</span> <span>...</span> <span>...</span> <span>...</span> <span>...</span> <span>...</span>
Untitled form	You opened • Jun 20, 2024	me	My Drive	<span>...</span>
Blank Quiz <span>...</span>	You modified • Jun 20, 2024	me	Alley Pond Environment...	<span>...</span>
Transition Document (Bookkeeper).docx <span>...</span>	You opened • Dec 11, 2024	alleypond123@gmail.com	Shared with me	<span>...</span>
Untitled form	You opened • Jun 20, 2024	me	My Drive	<span>...</span>
2017 Birthday Brochure A.pdf	You opened • Apr 6, 2024	me	My Drive	<span>...</span>
Untitled Jam <span>...</span>	You modified • Dec 7, 2020	me	My Drive	<span>...</span>

Ticket#301255/APEC/[Onsite] Software: Install Alarm Software -- has been resolved



Altourage Support <[support@altourage.com](mailto:support@altourage.com)>

To Joshua Sacker; Irene Scheid

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

We have completed our work on this request.

If you have any follow-up questions, please respond to this email.

Thanks!

Altourage

[support@altourage.com](mailto:support@altourage.com)



Alley Pond Environmental Center

alleypondcenter@gmail.com



APEC APEC

alleypond123@gmail.com

Adobe Express

Search for content or generate your own

Premium member

For you

Social media and ads

Video

Photo

Document

Webpage

Print

Generative AI

Home

Your stuff

Brands

Templates

Schedule

Learn

Add-ons

Start from your content

Generate with AI

Explore quick actions

Browse templates

More ways to start

Based on your interests and recent actions.

View all

Instagram square post

Logo

Remove background

Flyer

Instagram story

Generate QR code

Presentation

Instagram reel

Webpage

Silent Auction Request Letter 2025

Youth Volunteer Updated 1.9

Feather Flags\_template

3 mos ago

4 mos ago

4 mos ago

View all

# Create anything — quickly and easily

Start from your content

Generate with AI

Explore quick actions

Browse templates

More ways to start

Based on your [interests](#) and recent actions.

[View all](#)

Instagram square post

Logo

Remove background

Flyer

Instagram story

Generate QR code

Presentation

Instagram reel

Webpage

## Recent files

Silent Auction Request Letter 2025

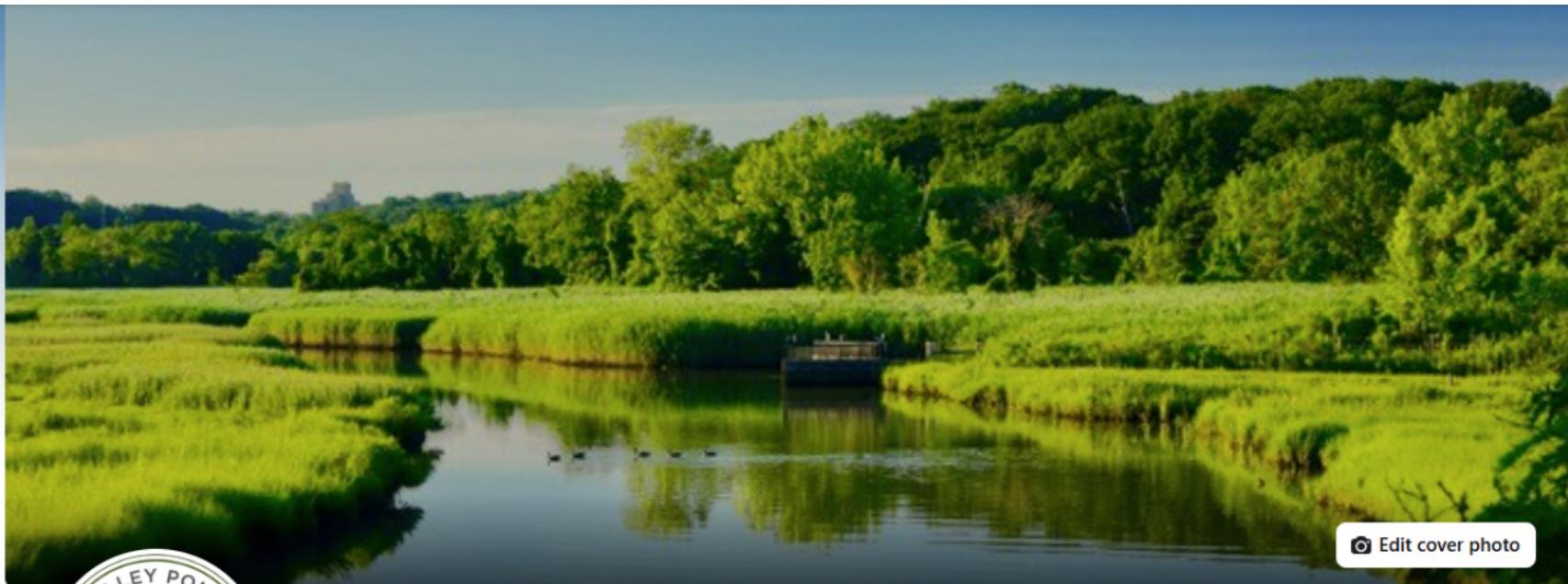
3 mos ago

Youth Volunteer Updated 1.9

4 mos ago

Feather Flags\_template

4 mos ago



 Edit cover photo



## Alley Pond Environmental Center

4.8K followers • 160 following



 Professional dashboard

 Edit

 Advertise

Posts

About

Mentions

Fundraisers

Reviews

Reels

More 

...

### Intro

E-mail [info@alleypond.org](mailto:info@alleypond.org) for information about any of our upcoming programs!

[Edit bio](#)



What's on your mind?

 Photo/video

 Reel

 Live video

 Page · Nonprofit organization

### Featured

[Manage](#)

 New EpolyeHire	\NATURE3\Shared\ADMINSTR\PROCEDUR	Size: 35.0 KB
Date modified: 3/24/2009 4:09 PM	STAFF HIRING New Staff Name: Address: E-mail Address: Phone: (H) (B) (Beeper) Social Security #: Supervisor:...	
 ZBGA OS Expense Summary FY2023 (APE...)	\NATURE3\Shared\ADMINSTR\GRANTS\_Portfolios...	Size: 162 KB
Date modified: 5/21/2025 11:44 AM		
 APEC WO250043718 CV457CV458 WHEELS	\NATURE3\Shared\Invoices\PO Packages	Size: 321 KB
Date modified: 5/21/2025 11:31 AM		
 ZBGA OS Expense Summary FY2023 (APE...)	\NATURE3\Shared\ADMINSTR\GRANTS\_Portfolios... 1 2 1574.44 1574.44 1535.44 1535.44 1535.43 1535.43 1...	Size: 406 KB
Date modified: 5/21/2025 11:21 AM	Authors: Benjamin; Ian (Parks)	
 APEC WO250026405 OR378 PS 376	\NATURE3\Shared\Invoices\PO Packages	Size: 306 KB
Date modified: 5/21/2025 9:13 AM		
 APEC WO250026395 OR379 PS 376	\NATURE3\Shared\Invoices\PO Packages	Size: 306 KB
Date modified: 5/21/2025 9:09 AM		
 APEC WO250098466 OR487 PS 169	\NATURE3\Shared\Invoices\PO Packages	Size: 300 KB
Date modified: 5/21/2025 8:50 AM		
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Date modified: 5/21/2025 8:37 AM		
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Date modified: 5/20/2025 4:15 PM	Specific Use Links Photos Notes Articles of organization or bylaws State and federal tax documents Staff hand...	
 APEC WO250140992 OR473 PS30	\NATURE3\Shared\Invoices\PO Packages	Size: 298 KB
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Date modified: 5/20/2025 11:40 AM		
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Date modified: 5/20/2025 11:18 AM		
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Date modified: 5/20/2025 11:14 AM	Authors: Benjamin; Ian (Parks)	
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Date modified: 5/20/2025 8:49 AM		
 APEC WO250094648 OR384 Mosaic Pre K	\NATURE3\Shared\Invoices\PO Packages	Size: 307 KB
Date modified: 5/20/2025 8:39 AM		



First Name \*

Alley

Email \*

contact@alleypond.org

Telephone \*

718-229-4000

Employee Name Description (optional)

Employee Name Description

Message (optional)

Example of external contact form use

Last Name \*

Pond

Confirm Email \*

contact@alleypond.org

Check Number (optional)

[What's this?](#)

Check Number

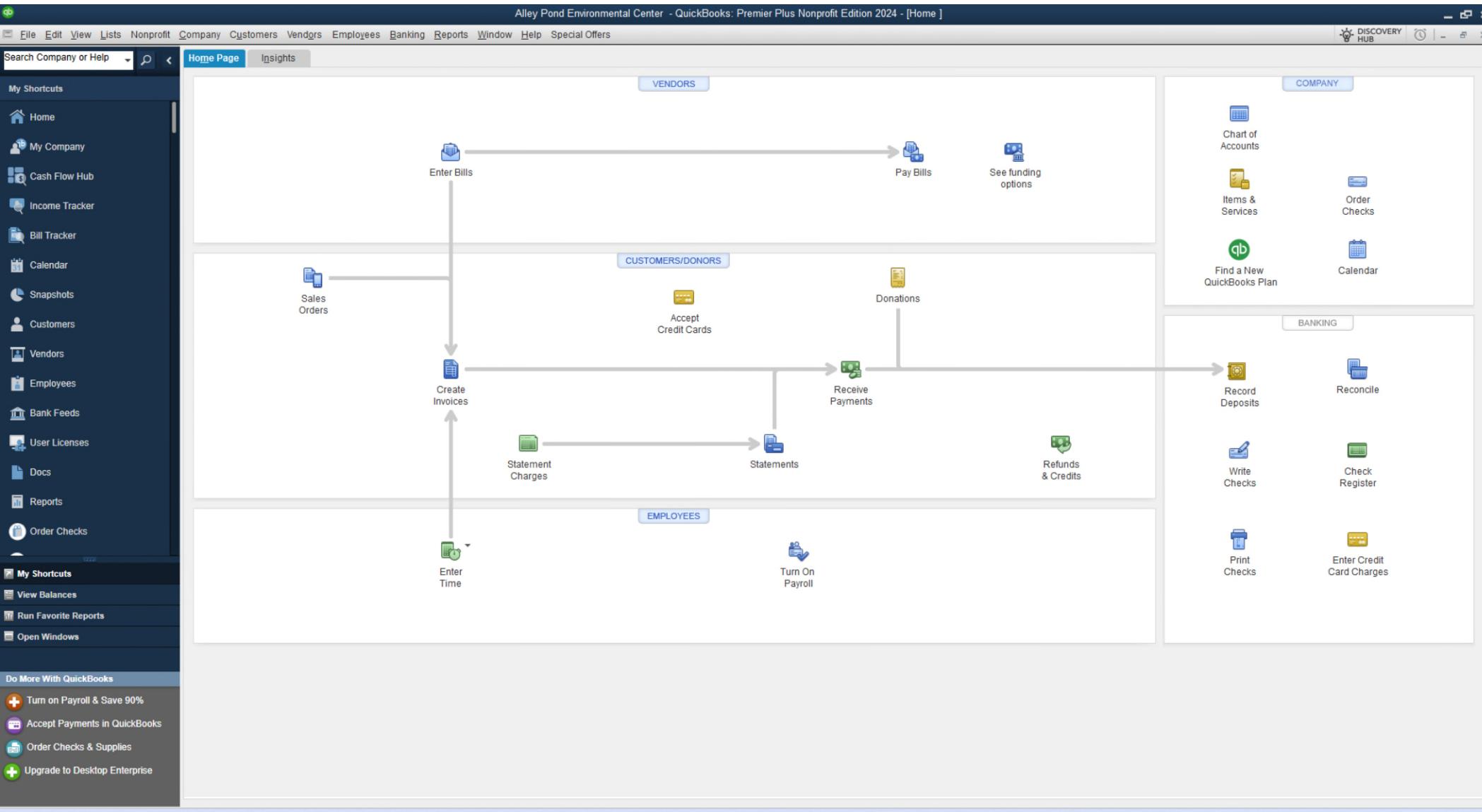
Employee Position (optional)

Select Employee Position



### Today's Income Sheet:

\*Please fill in highlighted cells and the Income Sheet below with the requested information. The bottom portion will auto-populate. You do not need to fill in any details under the income sheet.



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Name	Modified	Modified By
APEC DIGITAL INCOME SHEET.xlsx	April 6, 2024	Cindy Guzman-Lucero
apec science corner 1.mp4	May 27, 2020	Annakarina Marinos
APEC STAFF SCHEDULE AT BUILDING.docx	3 hours ago	Irene Scheid
Donors 2020.docx	June 9, 2020	Sandra Katz
Long Island School Districts.xlsx	June 25, 2023	Cindy Guzman-Lucero



PayPal Giving Fund has sent you \$44.11 USD.

Note from PayPal Giving Fund:



PPGF JUN 2024 Payout



Transaction ID

6U734900A13314005

Transaction date

June 25, 2024

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\$44.11 USD

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				Details	
Name		Date modified	Type	Size	
ADMINSTR		5/20/2025 10:55 AM	File folder		
APEC 50th and Membership		10/25/2023 1:54 PM	File folder		
APEC Designs		2/1/2023 2:31 PM	File folder		
APEC Training		9/27/2023 12:26 PM	File folder		
Birthdays		4/8/2024 8:17 AM	File folder		
Brochures for E-Mail		4/29/2025 9:15 AM	File folder		
DPW		12/11/2021 1:25 PM	File folder		
Education		5/16/2025 11:01 AM	File folder		
Invoices		5/20/2025 12:17 PM	File folder		
Lyn Social Media		1/8/2025 10:29 AM	File folder		
M Marino Photos		9/18/2024 10:25 AM	File folder		
NTVDM		3/7/2025 1:57 PM	File folder		
Photos for Grant 2022		6/4/2022 10:01 AM	File folder		
Pictures for Website		9/23/2022 3:17 PM	File folder		
PRESSREL		3/7/2025 1:57 PM	File folder		
ProgramFlyers		3/16/2023 9:23 AM	File folder		
PUBLCATN		6/24/2023 8:29 AM	File folder		
Scanned		12/17/2024 10:50 AM	File folder		
School Programs		2/27/2025 10:36 AM	File folder		
Schools we service		5/13/2016 9:44 AM	File folder		
Seasonal Newsletters		1/26/2024 3:14 PM	File folder		
web page photo album		10/4/2023 10:45 AM	File folder		
Programs (NATURE3) (J) - Shortcut		3/1/2025 3:39 PM	Shortcut	1 KB	



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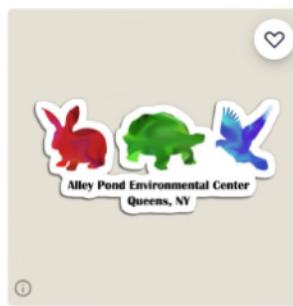
Stationery &amp; Office

Accessories



APEC Cotton Tote Bag

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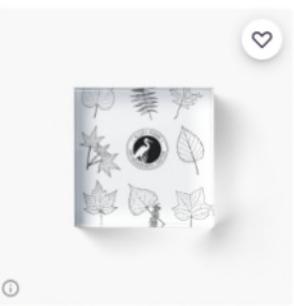
Animals at APEC Magnet

\$7.99



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APEC Branches &amp; Roots iPhone S...

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Force of Nature All Over Print Tot...

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Luna Pullover Hoodie

\$48.74



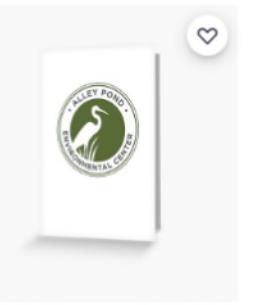
IT'S BOON Classic T-Shirt

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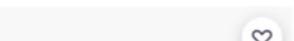
Protect the Earth Essential T-Shirt

From \$21.24



Alley Pond Environmental Center ...

From \$2.50





## Welcome to Alley Pond Environmental Center (APEC)

For over 50 years, we have strived to educated children and adults in the New York metropolitan area, protect and preserve Alley Pond Park, open spaces and waterbodies, and advocate for sustainable environmental policies and practices. Click below to learn more and visit our center.

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### To all visitors:

We have moved to our new home at 229-10 Northern Boulevard, Douglaston, NY 11362!

Please note: APEC is not a wildlife rescue or rehabilitator and we are not licensed to handle wild animals. **Please click here for a full list of wildlife rehabilitators.**

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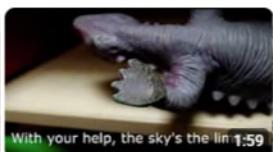


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APEC Sunny Bunnies Story Time Llama Momma

37 views • 4 years ago



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National Estuaries Day 2013

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APEC's Animals go Trick or Treating

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2



3



4



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6



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APEC

Location	Queens, NY
Department	Administration
Job Title	Fiscal Manager

[Edit](#) 

Personal information



# FRANCHISE AND CONCESSION REVIEW COMMITTEE

**(Cal. No. 2)**

RESOLVED, that the Franchise and Concession Review Committee ("FCRC") authorizes the New York City Department of Parks & Recreation (Parks) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a significant Sole Source License Agreement with Alley Pond Environmental Center, Inc. ("Licensee") for the maintenance and operation of the Alley Pond Environmental Center in Douglaston, Queens. The agreement will provide for one (1) five (5)-year term with one (1) five (5)-year renewal option. All gross receipts received by Licensee will be used exclusively to provide for the maintenance, operation, and programming of the Licensed Premises.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE  
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

**2/11/2026**

**Signed:** \_\_\_\_\_

**Title:** City Chief Procurement Officer

**Date:** \_\_\_\_\_



**David Cerron**  
Assistant Commissioner  
Business Development &  
Special Events

**T** 212.360.3457    **E** [david.cerron@parks.nyc.gov](mailto:david.cerron@parks.nyc.gov)

**City of New York**  
**Parks & Recreation**  
  
The Arsenal  
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New York, NY 10065  
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# MEMORANDUM

**To:** Hon. Brad Hoylman-Sigal, Manhattan Borough President  
Zach Bommer, District Manager, Manhattan Community Board 1

**From:** Phil Abramson, Director of Revenue Communications, NYC Parks *PA*

**Subject:** Notice of Intent to Seek Franchise & Concession Review Committee  
Approval to Utilize a Different Procedure to Negotiate an Amendment to the  
Sole Source License Agreement with the Battery Conservancy, Inc. for the  
Operation and Maintenance of the Battery in Manhattan, to include the  
Operation and Maintenance of Two (2) Food Service Kiosks within the  
Bosque Gardens in the Battery, Manhattan

**Date:** 1/2/2026

---

In accordance with Section 1-16 of the Concession Rules of the City of New York, the New York City Department of Parks & Recreation is seeking Franchise and Concession Review Committee approval to utilize a different procedure to negotiate an Amendment to the significant Sole Source License Agreement with the Battery Conservancy, Inc. for the operation and maintenance of the Battery in Manhattan, to include the operation and maintenance of two (2) food service kiosks within the Bosque Gardens in the Battery, Manhattan.

This concession has been determined not to be a major concession as defined in Chapter 7 of the Rules of the City Planning Commission.

If you have any questions or comments, please feel free to contact Phil Abramson, Director of Concessions Communications at NYC Parks at 212-360-3426 or [phil.abramson@parks.nyc.gov](mailto:phil.abramson@parks.nyc.gov).

Thank you.

# Rule 1-16: Different Procedure

## Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

**Concession Title** The Battery Conservancy M&O Agreement **Concession ID** M5-O  
**Description** NYC Parks and Recreation

Amendment to the Sole Source License Agreement with the Battery Conservancy, Inc. for the Operation and Maintenance of the Battery in Manhattan, to include the Operation and Maintenance of Two (2) Food Service Kiosks within the Bosque Gardens in the Battery, Manhattan

**Location** Concession Site(s)  Yes  No  
 The Battery at State Street, Whitehall Street & Battery Place

Borough Manhattan Community Board(s) 1

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

### Proposed Concession Justification

The Agency has determined it is practicable or advantageous to use a Different Procedure over other methods because:

#### Indicate the Different Procedure utilized

Sole Source  Amendment  
 Other  Program-based

The Battery Conservancy ("TBC") is a not-for-profit organization formed in 1994 to promote and assist in the operations of The Battery. In 2007, TBC and Parks signed an Agreement for the maintenance and operation ("M&O") of The Battery. A new agreement was then signed in 2024 and approved by the FCRC. Separately, in 2006 and again in 2017, TBC and Parks entered into an agreement for the M&O of two (2) food service kiosks within the Bosque Gardens, and for the M&O of the Bosque Gardens themselves. TBC's agreement for the gardens has expired, and, rather than negotiate a new agreement, Parks and TBC would like to amend to the existing M&O agreement for the Battery to encompass TBC's responsibilities at the Bosque Gardens. Given TBC's excellent stewardship of the park and firm commitment to maintaining and improving The Battery, Parks believes that it is in the best interest of the City to negotiate this Amendment with TBC.

### Proposed Concession Term

 including renewal options

Existing Agreement has a ten-year term that expires on July 9, 2034, with two additional five-year options. This proposed Amendment is not anticipated to change the term.

### Proposed Concession Revenue

This Amendment is anticipated to include a revenue share directed to The Battery Conservancy ("TBC") to help offset their required expenditures. Specifically, that revenue share is anticipated to include concession revenue from the two kiosks located within the Bosque Gardens, which Parks plans to competitively solicit for. It is anticipated that all revenues received by TBC will solely go toward the maintenance and operational obligations of their Agreement.

### Prior Concession Details

N/A (No Prior Concession)

What method was used for prior concession?  1-12  1-13  1-14  1-15  1-16

Concessionaire The Battery Conservancy, Inc.  EIN or  SSN # 13-3769101

Is this concession site the same as above?  Yes  No  N/A

If no, please explain

Is this agreement active?  Yes  No

## Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

### Prior Concession Term including renewal options

10 Year Term with Two Five-Year Options

### Prior Concession Revenue

All revenue received by TBC is used exclusively to provide for the maintenance, operation, and programming at The Battery in performing TBC's obligations and providing services required or permitted by the Agreement.

### Community Board / Borough President Notice Requirements (Check all that apply)

**This is a Significant Concession**  Yes  No

(if yes, please select all applicable boxes below)

Total potential term =/>10 years

Projected annual income/value to City =/>\$250,000

Major Concession

#### Intent to Seek a Different Procedure

Agency notified affected Community Boards and Borough Presidents of the intent to seek a Different Procedure and whether the concession is significant and/or major, on 1/2/2026 (at least 40 days prior to seeking FCRC approval). A copy of this notice has been provided to the Mayor's Office of Contract Services for distribution to the committee

**This is a Major Concession**  Yes  No

(if yes, please be aware the award will be subject to review and approval pursuant to Sections 197-c and 197-d of NYC Charter)

A copy of this notice has been posted in a publicly accessible location on the City's website

### Authorized Signatures

#### Agency Staff

*This is to certify that the information presented herein is accurate*

*Philip Abramson*

Signature \_\_\_\_\_

Name \_\_\_\_\_ Philip Abramson

Title \_\_\_\_\_ Dir. of Concessions Comms. Date 12/30/2025

#### City Chief Procurement Officer

*This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession*

Signature \_\_\_\_\_

City Chief Procurement Officer \_\_\_\_\_

Date \_\_\_\_\_

# FRANCHISE AND CONCESSION REVIEW COMMITTEE

**(Cal. No. 3)**

RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes the New York City Department of Parks & Recreation (“Parks”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate an amendment to the significant Sole Source License Agreement with the Battery Conservancy, Inc. for the operation and maintenance of the Battery in Manhattan, to include the operation and maintenance of two (2) food service kiosks within the Bosque Gardens in the Battery, Manhattan.

BE IT FURTHER RESOLVED, that Parks shall submit the sole source agreement it proposes to enter into with the Battery Conservancy, Inc. to the FCRC for approval.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE  
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

**2/11/2026**

**Signed:** \_\_\_\_\_

**Title:** City Chief Procurement Officer

**Date:** \_\_\_\_\_



**David Cerron**  
Assistant Commissioner  
Business Development & Special  
Events

**T** 212.360.3457    **E** [david.cerron@parks.nyc.gov](mailto:david.cerron@parks.nyc.gov)

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# MEMORANDUM

**To:** Hon. Brad Hoylman-Sigal, President of the Borough of Manhattan  
Susan Stetzer, District Manager, Manhattan Community Board 3

**From:** Lindsay Schott, Senior Project Manager

**Subject:** Request for Proposals for the Development, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan

**Date:** 1/2/2026

---

In accordance with Section 1-13 of the Concession Rules of the City of New York, New York City Department of Parks and Recreation (Parks) intends to issue a significant Request for Proposals (“RFP”) for the Renovation, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street, Allen Street Mall, Manhattan.

Please note that Parks intends to seek unanimous approval from the Franchise and Concession Review Committee (“FCRC”) for the issuance of this RFP for a term of twenty-five (25) years. No longer term will be considered. The concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right will be offered.

This concession has been determined not to be a major concession as defined in Chapter 7 of the Rules of the City Planning Commission.

Please direct any questions or comments you may have regarding development of the scope of this RFP to Lindsay Schott at [Lindsay.Schott@parks.nyc.gov](mailto:Lindsay.Schott@parks.nyc.gov) or at (212)360-3405. These comments must be made by 2/11/2026 to ensure consideration.

Thank you.



Mayor's Office  
of Contract Services

# Rule 1-13: Competitive Sealed Proposals

## Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Concession Title Allen Street Food Concession

Concession ID M4-SB-2026

### Description

Request for Proposals for the Renovation, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan

### Agency

NYC Parks

### Location

76 Delancey Street  
New York, NY 10002

### Concession Site(s)

Yes  No

Borough Manhattan

Community Board(s) Manhattan CB3

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

### Proposed Concession Justification

The Agency has determined it is not practicable or advantageous to use Competitive Sealed Bids because:

Specifications cannot be made sufficiently definite and certain to permit selection based on revenue to the City alone

Judgment is required in evaluating competing proposals, and it is in the best interest of the City to require a balancing of revenue to the City, quality and other factors

Other (describe):

### Proposed Concession Term

 including renewal options

Twenty-five (25) years.

### Proposed Concession Revenue

The revenue for this concession is to be negotiated, however Parks anticipates it will be the greater of an annual minimum fee(s) of \$100,000 (estimated) vs. 8% (estimated) of gross receipts. Parks views favorably and encourages proposers to include an annual escalation of 5% for the minimum fee in their proposals.

### Prior Concession Details

N/A (No Prior Concession)

What method was used for prior concession?  1-12  1-13  1-14  1-15  1-16

Concessionaire \_\_\_\_\_  EIN or  SSN # \_\_\_\_\_

Is this concession site the same as above?  Yes  No  N/A  
If no, please explain \_\_\_\_\_

Is this agreement active?  Yes  No

**Prior Concession Term** including renewal options

N/A, no prior concession.

**Prior Concession Revenue**

N/A, no prior concession.

**Community Board / Borough President Notice Requirements** (Check all that apply)

**This is a Significant Concession**  Yes  No  
(if yes, please select all applicable boxes below)

Total potential term =>10 years  
 Projected annual income/value to City =>\$250,000  
 Major Concession

**This is a Major Concession**  Yes  No  
(if yes, please be aware the award will be subject to review and approval pursuant to Sections 197-c and 197-d of NYC Charter)

A copy of this notice has been posted in a publicly accessible location on the City's website

Please indicate how and when your agency notified applicable Community Boards and Borough Presidents of Significant/Non-Significant and Major/Non-Major Concession status:

Agency provided such notice in its Annual Plan  
 Agency notified affected Community Boards and Borough Presidents on 1/2/2026 (which was at least 40 days prior to issuance of a solicitation or less, at the discretion of CCPO), and a copy of this notice has been provided to the Mayor's Office of Contract Services for distribution to the committee

**Proposed M/WBE Outreach** Please describe planned M/WBE outreach for this solicitation:

Parks plans to list the Notice of Solicitation in Minority Commerce Weekly, as well as distribute to our list of known M/WBE food service operators.

**Authorized Signatures****Agency Staff**

*This is to certify that the information presented herein is accurate*

Signature 

Name Alexander Han

Title Chief of Concessions

Date 01/07/2026

**City Chief Procurement Officer**

*This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession*

Signature \_\_\_\_\_

City Chief Procurement Officer

Date \_\_\_\_\_



**David Cerron**  
Assistant Commissioner  
Business Development &  
Special Events

**T** 212.360.3457      **E** [david.cerron@parks.nyc.gov](mailto:david.cerron@parks.nyc.gov)

**City of New York**

**Parks & Recreation**

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**TO:** Franchise & Concession Review Committee (FCRC)

**FROM:** Lindsay Schott, Senior Project Manager

**DATE:** January 23, 2026

**SUBJECT:** Request for the FCRC to unanimously approve the issuance of a Request for Proposals (RFP) by NYC Parks for the development, operation, and maintenance of a food service concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan, for a term of twenty-five (25) years.

---

NYC Parks is seeking unanimous approval from the FCRC for the issuance of a Request for Proposals (RFP) for the development, operation, and maintenance of a food service concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan, for a term of twenty-five (25) years. This concession will include the renovation, operation, and maintenance of public restrooms.

The comfort station located at Allen Street Mall and Delancey Street was built in the 1930s to accommodate the riders of the Second Avenue elevated subway line, which ran until the 1940s and was thereafter demolished. The comfort station remained open until it was ultimately closed to the public in the 1960s. In 2015, the rights for the management of the entire Allen Street Mall were signed over from DOT to Parks and it was determined that the cost to make the structure functional would be well over \$4 million.

On July 15, 2016, Parks issued RFP for this concession opportunity for a term of fifteen (15) years. A public site tour was conducted and was attended by 29 people representing 18 different entities. Parks had conducted extensive outreach, however the uncertainty of the old structure and the extensive amount of capital needed to construct a food service facility and public restroom had made the RFP unappealing to most entities. One proposal was received in response to the RFP. Parks reached out at that time to entities who expressed interest but did not submit any proposal to determine a cause. The common consensus amongst those entities was that the costs expected for capital improvements were far beyond what the entities could propose.

When discussing the proposal received, DOT requested that Parks undergo the ULURP process for the site, which would have added significant time and cost to the proposer. The proposer initially requested the term be increased to twenty-five (25) years to cover this cost. However, since the RFP established a term of fifteen (15) years, and the Concession Rules limited the term to twenty (20) years without unanimous FCRC approval, Parks did not pursue seeking a term of that increased length. Instead, on August 9, 2017, Parks sought and obtained FCRC approval to negotiate a sole source agreement with the sole proposer for a term of twenty (20) years. The contract negotiations continued through March of 2020, then ceased once the COVID-19 pandemic created an unstable

environment for restaurants. The proposer ultimately decided not to continue negotiations due to the length of the term, as they would not be able to ensure that a 20-year term would be long enough to amortize the extensive capital repairs.

The overwhelming feedback received by Parks, not only from the sole proposer, but from many of the other interested parties was that a 15- or 20-year term would be insufficient to amortize the extensive capital improvements required to restore this facility. The existing structure is in a state of extreme disrepair, particularly due to the length of time it has not been maintained. Renovating and rehabilitating the structure will demand significant investment from any prospective operator.

Given the substantial upfront costs associated with this renovation, a 25-year term is essential to provide proposers with a sufficient timeline to recoup their investment and generate a reasonable return. The added five years would not only incentivize high-quality proposals but also ensure the long-term sustainability and operation of the park's facilities. Without this extended term, it is unlikely that potential proposers will be able to justify the financial risk or commit the necessary resources to address the current structural challenges.

A 25-year term reflects a realistic timeframe for an operator to recoup the costs associated with restoring a heavily compromised structure while ensuring that the community benefits from a fully operational and revitalized park.



# Request for Proposals

For the Renovation, Operation, and Maintenance of a Food Service Concession  
between Delancey Street and Rivington Street at the Allen Street Malls

**Manhattan**

**ISSUE DATE: February 28, 2026**

**SOLICITATION #s M4-SB-2026**

City of New York Parks & Recreation <http://www.nyc.gov/parks>

Zohran K. Mamdani, Mayor of the City Of New York

Iris Rodriguez-Rosa, Commissioner Of Parks & Recreation

Mark A. Focht, First Deputy Commissioner

David Cerron, Assistant Commissioner for Business Development & Special Events

Tricia Shimamura, Borough Commissioner for Manhattan Parks

Alexander Han, Chief of Concessions





## REQUEST FOR PROPOSALS (RFP)

The City of New York Department of Parks & Recreation (“Parks”) requests proposals for the Renovation, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan.

### THE TERM

Parks is seeking a concessionaire for one (1) twenty-five-year (25) term. No longer term will be considered. This concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right is offered.

### PROJECT MANAGER

The Project Manager for this concession is Lindsay Schott. All RFP questions and/or inquiries should be directed to her. She may be reached at:

**Phone: (212) 360-3405**

**Email: [lindsay.schott@parks.nyc.gov](mailto:lindsay.schott@parks.nyc.gov)**

**Fax: (212) 360-3434**



**Deaf, hard-of-hearing, deaf-blind, speech-disabled, or late-deafened people who use text telephones (TTYs) or voice carry-over (VCO) phones can dial 711 to reach a free relay service, where specially trained operators will relay a conversation between a TTY/VCO user and a standard telephone user.**

**Alternatively, a message can be left on the Telecommunications Device for the Deaf (TDD). The TDD number is 212-New York (212-639-9675).**

### RFP TIMETABLE

The following schedule has been established for this RFP:

**RFP Release Date: TBD**

**Remote Recommended Proposer Meeting: TBD**

**Proposals Due: TBD**

**Remote Proposer Interviews (if any): TBD**



**If you have a physical disability and cannot deliver your proposal to the Arsenal, please contact the Project Manager(s) at least 48 hours prior to the deadline and alternate arrangements can be made.**

### RECOMMENDED REMOTE PROPOSER MEETING & SITE TOUR

There will be a recommended remote proposer meeting on **TBD** at **TBD**. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. The link for this remote site meeting is as follows:

**Microsoft Teams meeting | Join on your computer, mobile app or room device:**

**LINK TBD**

**Meeting ID: TBD**

**Passcode: TBD**

**Dial in by phone**



**TBD United States, New York City**  
**Phone conference ID: TBD**

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site (Block # 20011 & Lot # 9999) ("Licensed Premises"), which is located at the site at 76 Delancey Street, New York, NY 10002. Please see Exhibit B for a site plan.

### **REMOTE PROPOSER INTERVIEWS**

The Selection Committee may decide to meet with certain proposers during the week of **TBD**. It is recommended that proposers keep the week of **TBD** available to meet with the Selection Committee.

If there are circumstances beyond a proposer's or Parks' control and the meeting cannot take place during the week of **TBD**, Parks will schedule a meeting between the proposer and the selection committee on an alternate date.

## **I. PROJECT BACKGROUND**

### **A. HISTORY & EXISTING CONDITIONS**

In 1917, Allen Street and the associated Malls were named by the City of New York after Navy Captain William Henry Allen (1784-1813) in 1917. The Malls extend along Allen Street between East Houston and East Broadway and pass through the Lower East Side, the Bowery, and Chinatown. Since August 1929, the City of New York's Department of Parks and Recreation ("Parks") has maintained the property as the result of an agreement with the Manhattan Borough President Julius Miller. The City of New York legally acquired the title of this parcel in May 1930 through condemnation. The Malls are divided into eight sections: each containing their own walkway and green space.

In 1902, New York City's Superintendent of Public Baths and Comfort Stations, W.W. Weeks, put forth the first plan to build public comfort stations. The comfort station at Allen Street and Delancey Street was originally constructed in the 1930s to accommodate the riders of the Second Avenue elevated subway, which was operational until the 1940s, at which point it was demolished. The comfort station, however, remained open to the public until the 1950s, at which point they were closed to the public and have since remained in disrepair.

Now, over 70 years later, Parks is looking to revitalize this abandoned structure located at Allen Street Mall and Delancey Street. Parks is looking to offer the residents of the Lower East Side community and the greater Manhattan area a food service concession with a public restroom at the Allen Street Mall between Delancey Street and Rivington Street.

The existing comfort station is a one-story building approximately 2,400 square feet in size, including basement space. After sitting dormant for decades, the comfort station is in an advanced state of deterioration, although the exterior masonry walls are relatively intact. The successful proposer is expected to rehabilitate the comfort station into an attractive and affordable food service concession for the public. Parks has already performed an asbestos and lead inspection and abatement. The remaining necessary capital work will be the successful proposer's responsibility.





There is currently no working restroom facility at the Licensed Premises. The successful proposer must provide a restroom facility at the Licensed Premises which will be accessible to both customers and the public. Employees must also have access to restroom facilities during the concession's operating hours.

## B. FINANCIAL HISTORY

The following charts list the total gross receipts and fees paid to Parks by other similar Parks concessions. Proposers should consider financial information below for informational purposes, and offer a fee based on a business plan for a new concession at Allen Street Mall.

<b><u>Hunter's Point South Café, Long Island City, Queens</u></b>		
<b>OPERATING YEAR</b>	<b>GROSS RECEIPTS</b>	<b>FEES PAID TO PARKS</b>
6/2020-5/2021	\$578,727.86	\$108,052.59
6/2021-5/2022	\$736,856.79	\$115,616.27
7/2022-7/2023	\$1,036,318.51	\$193,500.00
8/2023-7/2024	\$1,361,347.00	\$193,500.00
8/2024-7/2025	\$1,334,129.00	\$201,303.00

<b><u>McCarren Parkhouse, Brooklyn</u></b>		
<b>OPERATING YEAR</b>	<b>GROSS RECEIPTS</b>	<b>FEES PAID TO PARKS</b>
6/2021-5/2022	\$114,533.32	\$50,000.00
6/2022-5/2023	\$1,168,777.61	\$114,693.76
6/2023-5/2023	\$1,267,064.95	\$126,701.60
6/2024 – 5/2025	\$1,456,041.00	\$145,603.70

## II. PROJECT COMPONENTS

### A. OVERVIEW

Parks is seeking proposals for the renovation, operation, and maintenance of a food service concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan.

Proposers are expected to renovate the existing building to include a new public restroom in their plans for the food service concession. Proposers do not need to utilize the current restroom footprint. The new public restrooms must meet all requirements in compliance with the Americans with Disabilities Act (“ADA”).

**Operational Plan** Proposers should submit a detailed operational plan for the entire Licensed Premises. This plan should include, but not be limited to, intended use of the facility, hours of operation, services to be provided, any plans to install energy efficient appliances that



have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices, staffing plans, safety and security plans, menu, merchandise to be sold, programming plans, mechanisms to measure customer satisfaction, a detailed list of all proposed fees and prices, landscaping/horticulture plans, and maintenance, snow, rubbish removal, and cleaning schedules.

All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to Parks’ prior, written approval.

**Hours of Operation** The concessionaire may only operate the Licensed Premises when the park is open. All hours of operation are subject to Parks’ prior written approval. At its sole discretion, but based upon written request from Licensee, Parks may allow changes to Licensee’s approved operating hours/schedule. If the request is granted by the Commissioner, the concessionaire will continue to be responsible for all other obligations under the License Agreement, including the payment of all license fees.

**The Food Service Concession** The concessionaire will be expected to develop, operate and maintain a food service concession at a high standard of quality. The food service concession should make a significant improvement to the ambience of the park and surrounding area while providing a convenient service to the public.

Proposers should submit a menu and price list in their proposals that demonstrates quality, variety, and affordability. Proposers should include some low-cost items on their menus. Parks will view favorably proposals which incorporate diverse and/or healthy food choices, such as salads, fresh fruit, yogurt, nuts, granola bars, protein bars, juices, smoothies, etc. All prices and menu items are subject to Parks’ prior written approval.

Proposers should be aware that single-use plastic beverage bottles defined as a drink, such as water, in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less, will be prohibited for sale at this concession. Plastic bottle alternatives, such as aluminum or boxed beverages, are permitted. Concessionaires may operate a mobile cart outside of the clubhouse with the approved DOHMH Mobile Food Vending Unit permit.

The concessionaire will be required to maintain adequate inventory to assure a constant supply of food and beverages. Any staff assigned by the concessionaire to sell food and beverages to the public must possess all Federal, State, and City authorizations, and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene (“DOHMH”) permits.

**The concessionaire may only operate the food service facility if he or she has obtained the appropriate, valid permits and authorizations required by DOHMH.**

**DOHMH Information** In addition to a Parks’ license, at all times that the food service facility is operating, a staff person with a valid DOHMH food handler’s license must be present. To obtain a DOHMH license, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00am to 5:00pm, or by phone at 311 or 212-New York. Note: Offices are closed during City/Public Holidays. Vendors should be aware that if they are applying for a DOHMH license for the first time, this process can take six weeks or more. Vendors operating without all necessary permits may be subject to fines and/or confiscation of merchandise.

**DOHMH Letter Grades: Food Facilities (i.e. Snackbars, Restaurants, etc.)** Proposers should note that food service facilities of concessionaires is subject to a Department of Health and Mental Hygiene letter grading program. The current program is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at: <http://www1.nyc.gov/site/doh/business/food-operators/letter-grading-for-restaurants.page>



**Food Service Facility Sublicensing Option** Proposers seeking to sublicense food service operations will be required to report total gross receipts generated from food service. If the proposer's fee offer will be in the form of a guaranteed minimum payment vs. a percentage of gross receipts, total gross receipts from food service or other operations must be included in the gross receipts upon which payment to the City is based, unless otherwise approved by Parks. All sublicensees will be subject to the same internal control requirements as the licensee. All terms and conditions of sublicense agreements and operations, including payment to the City, are subject to Parks' prior, written approval. Parks notes that potential proposers may include subcontracting plans regarding one or multiple scopes of work applicable to this concession. Parks encourages potential proposers to consult with the SBS Certified Business Directory to learn about those Minority & Women-Owned Business Enterprises (MWBEs) certified by the City of New York, available at: <https://sbsconnect.nyc.gov/certification-directory-search/>

**Alcoholic Beverages** Alcoholic beverages may be served to complement the food service, provided that the concessionaire obtains the appropriate license(s) from the State Liquor Authority (SLA). Alcoholic beverages may only be served in the immediate vicinity of the Licensed Premises in a cordoned-off area and must be consumed on the Licensed Premises within designated areas. Partitions must be of design, color, quality, and construction approved by Parks. The concessionaire should submit an illustration of the intended set up of the premises. All efforts must be made to keep alcohol consumption discrete. The operator must keep in mind that this is a public park and the consumption of alcohol should be encouraged only as an accompaniment to the cuisine.

**Tables, Chairs, & Umbrellas** The concessionaire may place tables, chairs, and umbrellas at the Licensed Premises. The design, color, placement, and number of all tables, chairs, umbrellas, and food service facility equipment are subject to Parks' prior, written approval. The concessionaire must ensure free and open public access to any outdoor seating areas.

**Mobile Food Units** The concessionaire may propose the operation of mobile trucks, pushcarts, and/or processing carts (herein referred to as "Mobile Food Units") for the sale of snack food items, such as hot dogs, ice cream, hamburgers, salads, soft drinks, and non-alcoholic beverages within the Licensed Premises in accordance with the following guidelines. The number and exact location of the Mobile Food Units are subject to Parks' prior, written approval.

**Non-Processing Carts** Non-Processing carts, referred to as "pushcarts" herein, are manually propelled carts or barrows which are self-contained service operations used to store, serve and display food intended for individual portion service. Concessionaires must obtain the appropriate DOHMH Permit for the preparation and sale of non-potentially hazardous, unpackaged foods; e.g. boiled frankfurters and sausages, soft pretzels, nuts, brewed coffee, tea and baked goods.

**Pushcart Size and Equipment** Unless otherwise approved by Parks, pushcarts cannot be more than 6 1/2 feet long and 3 1/2 feet wide including all handles, extensions, and protuberances. If the unit is designed so that the operator stands within the unit, the width of the unit, including its wheels, axles, and other appurtenances may not exceed four (4) feet and six (6) inches. Each pushcart may have a 3' x 3' freezer cart attachment for the sale of ice cream products. NOTE: Unless otherwise noted, if the concessionaire operates in cold weather the concessionaire may substitute the optional ice cream cart with a nut cart up to 3' x 3' in size. Concessionaires may not operate both an ice cream cart and a nut cart at the concession location at the same time.

**PLEASE NOTE:** DOHMH has new classifications and requirements related to mobile food vending units. Non-processing pushcarts with current DOHMH permits are exempt from the new regulation until the current DOHMH permit expires. Existing non-processing pushcarts retrofitted to meet these new requirements must pass a DOHMH inspection before they begin operation. Proposers should review these changes to ensure that proposed mobile food units are in compliance with DOHMH standards. A chart of DOHMH requirements may be reviewed in Exhibit C of this RFP. New DOHMH regulations require pushcarts be equipped with wastewater tanks.



**NOTE: Concessionaires will be prohibited from utilizing processing/cooking grills at non-processing pushcart vending locations. All menu items and prices are subject to Parks' prior written approval.**

***Pushcart – Menu Items***

The following menu is a complete list of items that may be sold at all pushcart vending locations and the highest prices that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written approval. At the concessionaire's discretion, the concessionaire may sell these items at a lower price:

<b><u>Menu Item</u></b>	<b><u>Maximum Price</u></b>
Hot dogs (10 to the pound)	\$4.00
Sausage	\$5.00
Pretzels	\$4.00
Pretzel Dogs	\$5.00
Corn Dogs	\$4.00
Specialty pretzels	\$5.00
Knishes	\$3.00
Empanadas (Pre-processed)	
Chicken, Beef or Vegetable	\$4.00
Pirates Booty (rice/corn puffs)	\$2.00
Churros	\$4.00
Whole Fresh Fruit, one (1) serving (♦)	
Apples	\$1.00
Bananas	\$1.00
Oranges	\$1.00
Pear	\$2.00
Pre-cut Fruit or Fruit Salad, one (1) serving (♦)	
Prepackaged, 4.0 oz. cup	\$2.00
Fresh Fruit Salad, 4.0 oz. cup	\$5.00
Yogurt (5.3 oz. - 7.0 oz.)	\$3.00
Granola Bars/Cereal Bars	\$2.00
Apple chips	\$2.00
Smoothies: Fruit; Vegetable; Yogurt, or Frozen <i>(No sugar or artificial sweeteners added)</i>	
Prepackaged 4.2 oz. pouch	\$2.00
Prepackaged 7.0 oz. container	\$3.00
Prepackaged 10.0 oz. container	\$4.00
Soda (canned, 11.15 to 12.0 fl. oz.)	\$3.00
Specialty Soda and Juice (canned, 11.15 to 12.0 fl. oz.)	\$4.00
Water (16 - 16.9. fl. oz.) †	\$3.00
Water (24 fl. oz.) †	\$4.00



100% Fruit Juice (up to 16 fl. oz.)	\$3.00
Vegetable Juice (canned, 11.15 to 12.0 fl. oz.)	\$3.00
Iced tea or Lemonade (16.0 fl. oz. to 16.9 fl. oz.)	\$3.00
Seltzer (canned, 11.15 to 12.0 fl. oz.)	\$2.00
Milk: Skim, 2%, organic, soy, or rice (8.0 fl. oz.)	\$2.00
Red Bull beverage (canned, 8.4 fl. oz.)	\$5.00
Monster (canned, 16.0 fl. oz.)	\$5.00
Coconut Water (canned, 10.1 fl. oz. to 14 fl. oz.)	\$4.00
Sports Drinks: Gatorade, Powerade, Vitamin Water, etc. (20 fl. oz.)	\$3.00
Sparkling Water (canned, 11.15 to 12.0 fl. oz.)	\$4.00
San Pellegrino (16.9 fl. oz.)	\$4.00
San Pellegrino Limonata or Aranciata (canned, 11.15 fl. oz.)	\$3.00

◆ One (1) serving size of fruit is equal to 1 medium size whole fruit (medium is defined as the size of a baseball) or ½ cup (4.0 oz.) of chopped fruit (American Heart Association).

† Concessionaire must only sell or stock 16-16.9 fl. oz. or 24.0 fl. oz. water products at the Premises.

Note: If the concessionaire wishes to sell a brand other than those listed above or sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

#### Pushcart – Ice Cream Products

Each pushcart concessionaire may operate a freezer cart attachment that is no more than nine (9) square feet in area. The following menu lists the items that may be sold at vending locations where ice cream sales are permitted and the highest prices that may be charged for the items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. Other brands of similar products may be sold with Parks' prior written approval. At the concessionaire's discretion, the concessionaire may sell these items at a lower price:

1. Regular brands, including Good Humor, Nestlé's Ice Cream Bars, and other approved brands:

Item	Maximum Price
Good Humor Ice Cream Bars (Includes Toasted Almond, Strawberry Shortcake, Candy Center Crunch, Chocolate Éclair, Cookies & Cream, Dark & Milk Chocolate Bars)	\$5.00
Good Humor Oreo Bar	\$5.00
Good Humor King Cone	\$5.00
Good Humor Cookie Sandwich	\$5.00
Edy's Dibs	\$5.00
Ice Cream Sandwiches	\$5.00
Nestlé's Toll House Cookie Sandwich	\$5.00

Other approved items:

#### **Item**



Screamers Cookies 'n Cream Cup (10 oz.)	\$5.00
Sponge Bob Bars	\$5.00
Popsicle Shots	\$5.00
Frozen Fruit Bars/Pops	\$5.00
Popsicles\Lifesaver\Fire Cracker	\$4.00
Lick-A-Color	\$4.00
Scooby Doo Push Ups	\$4.00
Nestle Ice Cream Bars	\$4.00
Minute Maid Frozen Lemonade Cup Variety (12 oz.)	\$5.00

2. Premium brands, including Magnum, Haagen-Dazs and Ben & Jerry's or other approved items:

Item	Maximum Price
Haagen-Dazs Ice Cream Bars (All Varieties)	\$6.00
Magnum Ice Cream Bars (All Varieties)	\$6.00
Dove Bar	\$6.00
Ben & Jerry's Vanilla Peace Pop	\$6.00
Ben & Jerry's Cherry Garcia Peace Pop	\$6.00

**Note:** If the concessionaire wishes to sell an item at a price higher than those listed above, the concessionaire must receive prior written approval from Parks.

#### **Nut and Dried Fruit Products (Mobile Food Cart Operators Only)**

**NOTE: The concessionaire may substitute the optional freezer unit with a nut and dried fruit unit up to nine (9) square feet, unless otherwise noted.** Concessionaires may not operate both a freezer unit and a nut and dried fruit unit at the vending location at the same time.

The following menu is a complete list of items that may be sold at all vending locations where nuts and dried fruit sales are permitted and the **highest prices** that may be charged for these items. Under no circumstances may any concessionaire exceed these maximum prices for the items listed below without Parks' prior written approval. **At the concessionaire's discretion, the concessionaire may sell these items at a lower price:**

Menu Item	Maximum Price
Peanuts	\$4.00
Almonds	\$4.00
Cashews	\$4.00
Pistachios	\$4.00
Honey roasted nuts	\$4.00
Coconuts	\$4.00
All varieties of dried fruit	\$4.00

Note: All nuts and dried fruit must be sold in 8 oz. bags.

**Processing Carts** Processing carts are Mobile Food Units that are for the sale of foods that require cooking or any other treatment such as slicing mixing, packaging, or any other alteration that exposes the food to possible contamination. This definition does not include the boiling of hot dogs or heating of pretzels.

Processing carts cannot be more than ten (10) feet in length and five (5) feet in width including all handles and extensions. Processing carts with current DOHMH permits are exempt from the new regulation until the current DOHMH permit expires. Existing processing carts adapted to meet new guidelines must pass a DOHMH inspection before they begin operation.



### Processing Carts – Menu Items

Proposers who plan to propose on a vending location that is designated as a processing cart location should be sure to include a proposed menu with a price list in their proposal submission. All menu items to be sold at a processing cart vending location and their prices are subject to Parks' prior written approval. Parks will view favorably proposals which incorporate diverse and/or healthy food choices, such as salads, fresh fruit, yogurt, nuts, granola bars, protein bars, water, juices, smoothies, etc. All prices and menu items are subject to Parks' prior written approval. Generally, menu items may include, but are not limited to, hamburgers, empanadas, chicken, gyros, knishes, chips, soft drinks, candy, breakfast items, sandwiches, and other food items.

**DOHMH Information** Each person designated as an operator of a Mobile Food Unit must obtain a DOHMH Vendor License. A DOHMH Mobile Food Vending Unit Permit must be obtained for each Mobile Food Unit. Please note that only a DOHMH-licensed mobile food vendor may apply for a Mobile Food Vending Unit Permit. The concessionaire must submit both a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit to Parks before the operation of a Mobile Food Unit(s) can commence. During the License term, any concessionaire operating a Mobile Food Unit without a valid DOHMH Vendor License and a DOHMH Mobile Food Vending Unit Permit will be instructed to cease operations and will be subject to fines. When warranted, Officers of the Parks Enforcement Police (PEP), New York City Police Department, New York Fire Department and DOHMH may confiscate the mobile food unit(s), including merchandise.

To obtain a DOHMH license and/or permit, contact the Citywide Licensing Center, 42 Broadway, 5th floor, Monday through Friday 9:00 am to 5pm, or by phone at 311 or 212-New-York or [www.nyc.gov/health](http://www.nyc.gov/health). Note: Offices are closed during City/Public Holidays.

Vendors should be aware that if they are applying for a DOHMH Vendor License for the first time, this process can take six (6) weeks or more.

**DOHMH Vendor License** All persons designated as a Mobile Food Unit operator must have a valid DOHMH Vendor License in order to operate. Effective January 1, 2004, all mobile food vendors are required to successfully complete a DOHMH course in food protection to receive a new or renewed DOHMH Vendor License.

**DOHMH Mobile Food Vending Unit Permit** All Mobile Food Units must pass a DOHMH inspection in order to receive a DOHMH Mobile Food Vending Unit Permit. All Mobile Food Units operating under a Parks license agreement must first pass a DOHMH inspection. In order to schedule the Mobile Food Unit for an inspection, successful proposers must submit Parks-authorized documentation to DOHMH, which is provided to the vendor following Notice of Award.

**Note:** The successful proposer must provide Parks with documentation that it has been issued a valid DOHMH Vendor License and DOHMH Mobile Food Vending Unit Permit for each Mobile Food Unit. Once received, Parks will provide the vendor with a Permit Decal and 311 sign for each Mobile Food Unit. The Mobile Food Unit(s) can only be operated under a license agreement once a written Notice to Proceed, the Decal(s) and 311 sign(s) have been received.

**Mobile Food Unit Specifications & Maintenance** Concessionaires will be required to purchase, supply, or otherwise obtain use of all equipment, including the Mobile Food Units, necessary for the operation of this concession. All Mobile Food Units must be kept in good condition. Parks reserves the right to require replacement of Mobile Food Units that are in poor condition or that do not meet DOHMH specifications and requirements.

Mobile Food Units, umbrellas, canopies and other equipment attached to Mobile Food Units shall be of a design and color approved in writing by Parks. Parks expects the concessionaire to utilize Mobile Food Units of a premium quality and design. Parks encourages proposers to submit Mobile Food Unit designs that are inventive, interesting and compliment the intended vending location (rather than traditional Mobile Food Unit designs often used for hot dog and pretzel pushcarts). Proposals should include a photo or visual



schematic of the type of Mobile Food Unit to be used, including the dimensions of the Mobile Food Unit. Mobile Food Units may not extend vending space beyond the confines of the unit.

It is necessary to keep all Mobile Food Units clean and in good condition. This involves ensuring that the Mobile Food Units do not leak any type of fluid, including water, onto the ground. It is also necessary to keep Mobile Food Units clean and free of graffiti. Mobile Food Units must not be damaged or dented. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks.

Advertising of product brands will not be allowed on the Mobile Food Unit(s) or associated equipment without Parks' written approval.

**Permit Decal** The license agreement shall become effective upon the vendor's receipt of a written Notice to Proceed. A License Decal and 311 sign for each Mobile Food Unit and a Notice to Proceed will be presented to the concessionaire after registration of the license agreement. A vendor shall not commence the operation of a Mobile Food Unit until the concessionaire has received the Notice to Proceed, License Decal(s) and 311 sign(s) from Parks. Parks will provide a new License Decal for each Mobile Food Unit to the concessionaire at the beginning of each year of the License term, provided that the concessionaire is in compliance with the terms of its license agreement. A replacement fee of \$100.00 will be charged to any vendor who loses its License Decal.

**DOHMH Letter Grades: Mobile Food Units Only**

Proposers should note that the Mobile Food Vending Units, of concessionaires are subject to a DOHMH letter grading program. It is similar to the current program for restaurants which is codified in Health Code Article 81.51 and Chapter 23 of Title 24 of the Rules of the City of New York and is described at:

<https://www1.nyc.gov/site/doh/business/food-operators/mobile-and-temporary-food-vendors.page>

Note: To review all New York City Department of Health and Mental Hygiene regulations on mobile vending please visit their website at: [www.nyc.gov/health](http://www.nyc.gov/health)

**Staff** The concessionaire will be required to have a sufficient number of staff available at the Licensed Premises during regular operating hours to ensure proper operation of the concession. Parks reserves the right to require that all staff wear uniforms that have been approved in writing by Parks.

**Storage** Parks makes no representations that there is adequate storage space at the Licensed Premises. The concessionaire shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation of the concession. The concessionaire shall not store any equipment or supplies at the Licensed Premises without the prior, written approval of Parks. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without Parks' prior, written approval. The concessionaire will be required to store all outdoor equipment on a nightly basis and anytime the concession is closed.

**Maintenance** The concessionaire will be required, at its sole cost and expense (or through arrangements with third parties), to renovate, operate, and maintain the Licensed Premises in good and safe condition and in accordance with industry standards. The concessionaire will be responsible for year-round maintenance of the café structure, and will be responsible for the maintenance of the entire Licensed Premises each day that the concession is operating. This includes, but is not limited to, the maintenance and repair of the entire Licensed Premises, all interior and exterior structures, public restrooms, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, and fixtures. In addition, all signs and structures on the Licensed Premises must be kept in good condition and free of graffiti. The erecting of any ancillary structures at the Licensed Premises shall be subject to Parks' prior written approval.



**Lighting** The concessionaire shall be responsible for providing safe lighting throughout the Licensed Premises.

**Horticulture & Landscaping** The concessionaire will be required to maintain and improve the landscaping at the Licensed Premises. This shall include, but is not limited to, performing any seeding, trimming, pruning, planting, fertilization, terrain shaping, and soil improvements. In addition, Parks requires that any trees on the Licensed Premises be pruned as needed. The concessionaire will be required to submit detailed plans to Parks of all horticultural and landscaping work to be performed. All work to be performed at the Licensed Premises is subject to Parks' prior written approval. In addition, the concessionaire will be required to obtain all necessary permits, approvals, and authorizations from all City, State, and Federal agencies having jurisdiction over the Licensed Premises before any work is performed, and such work shall be of a quality which meets Parks' standards.

**Snow, Rubbish Removal, & Recycling** In accordance with the operating schedule, the concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all snow, waste, garbage, refuse, rubbish and litter from the Licensed Premises and the area within fifty (50) feet of the Licensed Premises. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to Parks' prior written approval. The concessionaire will be required to comply with all City, State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to Parks' satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the license term.

**Signage and Advertising** Licensee will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Premises, without the prior written approval of Parks. The display or placement of tobacco or electronic cigarette advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted. The following standards will apply to all allowed advertising: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. Advertising of product brands is prohibited without Parks' prior written approval. Any and all signage is subject to Parks' prior written approval. The design and placement of all signage, including signage which includes Permittee's name, trade name(s) and/or logos, is subject to Parks' prior written approval. Permittee will be prohibited from placing advertisements on the exterior of its licensed premises. Any prohibited material displayed or placed shall be immediately removed by the Permittee upon notice from Parks at Permittee's sole cost and expense.

**Internal Controls** Throughout the License term, the concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the City. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. In addition, each of concessionaire's Special Events must be documented via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment. The concessionaire must also establish a dedicated bank account for all deposits related to this concession's revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years from the date of creation of the record.

**Naming of the Concession** Any business or trade name which Licensee proposes to use in identifying the Licensed Premises or any part of the Licensed Premises shall be subject to the prior written approval of the Commissioner. All intellectual property rights in the Licensed



Premises, and any other names, trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property that identify Parks are the property of the City (“City IP”). Licensee may use the name Allen Street Mall in connection with its operations under this License Agreement only to identify the location of the Licensed Premises, and any other uses of or any other City IP may be only pursuant to a separate written agreement between the City and Licensee. Parks may require that the City own the portion of any new name selected by Licensee for use at the Licensed Premises that indicates that it is Parks property or uses a preexisting facility name. The City will not own any portion of a new name that consists of the name, portrait or signature of a living or deceased individual or an identifier that is not otherwise associated with Parks' property. Note, Parks may issue a separate Request for Proposals for Naming Rights at the facility or portions thereof. In the event Parks solicits for and selects a proposal for naming rights, Concessionaire shall be required to use the name that Parks selects.

**Merchandise** If the successful proposer wants to sell merchandise that uses the City's trademarks, the successful proposer will be required to purchase merchandise from authorized licensees of the City of New York. Parks will not permit the sale of merchandise promoting musicians, entertainers, cartoon characters or commercial products. All prices and merchandise to be sold are subject to Parks' prior written approval. At Parks' request, Licensee shall sell Parks related merchandise produced by vendors authorized by the City of New York.

**Utilities** Parks makes no representations regarding the adequacy of utilities currently in place at the Licensed Premises. The concessionaire will be required to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals. This includes establishing a dedicated meter and/or submeter that captures electricity usage on the licensed premises and an account with Con Edison (or other relevant providers) as appropriate. The concessionaire will be required to pay for any and all utility costs connected with the operation of this concession during the License term. These utility costs include, but are not limited to, paying all water and sewer charges that the New York City Department of Environmental Protection (“DEP”) assesses for water usage. Concessionaire is strictly prohibited from unauthorized use of utilities used, operated or owned by the City.

**Drought & Water Conservation Issues** The concessionaire will be required to adhere to all DEP directives and restrictions regarding drought and water conservation issues during the License term. Proposals should include any plans to employ methods and equipment which will conserve water.,

**Environmental Considerations** As a protector and provider of green spaces, Parks is deeply committed to respecting the environment. Therefore, all proposed operational plans should include a detailed description of environmentally friendly practices planned for the Licensed Premises. If certain practices will be phased in, the proposer should provide a timeline.

Parks views favorably proposals that include the following:

- The installation of Energy Star approved appliances and equipment at the Licensed Premises. Proposers should state whether they intend to install products that have the Energy Star seal of approval. Energy Star products and environmentally friendly practices can be found at: <http://www.energystar.gov>.
- The use of “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of “Green Seal” certified products can be found at <https://greenseal.org/products-services/>, and a list of environmentally-friendly products/materials is also available at: <https://www1.nyc.gov/site/mocs/partners/environmentally-preferable-purchasing.page>. Proposers should state whether they intend to utilize or install “Green Seal” or other environmentally friendly products, devices, or methods for cleaning and operational purposes. Proposers should also state in their proposals whether they intend to utilize or install energy-efficient LEDs.



Parks also encourages the following:

- The use of chlorine free, biodegradable and/or compostable products such as paper towels, napkins, utensils and plates (if the proposer intends to utilize disposable products for food service at the Licensed Premises).
- The use of environmentally friendly cleaners and the sale of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA") to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.
- Reducing food packaging and encouraging staff and customers to bring and refill their own reusable water bottles.
- Training staff on environmentally friendly food service practices.
- Utilizing a composting service to dispose of food waste.
- Other environmentally friendly practices include employing energy efficient and water-conserving devices (e.g. low flow faucets, high-efficiency toilets), using salvaged or sustainably produced furniture and interior décor, training staff to follow stringent recycling policies, posting clear signs describing how recyclables and landfill waste should be separated, and using energy efficient, non-polluting, low noise generators

**Special Events** Subject to prior written approval from Parks, the concessionaire may conduct special events or programs (e.g., either arranged by Licensee or by reservation of all or part of the Licensed Premises through Licensee by third parties) at the Licensed Premises. Any ticketed (including, but not limited to, payment of a fee at the door) events also require prior written approval from Parks) at the Licensed Premises. The concessionaire shall submit to Parks for approval all plans for any events or programs at the Licensed Premises, and in no event shall the Licensed Premises be closed to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by Parks and such a closure has been announced to the public at least two weeks in advance of such activities or events. Concessionaire must document each Special Event via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment. All revenue generated through such special events must be reported to Parks as Gross Receipts.

Parks, acting on behalf of the City of New York, reserves the right to host a number of annual events without cost to Parks (except as explicitly set forth herein), at the Licensed Premises, including benefits and other non-profit or public events. During any such function, the concessionaire shall be obligated to operate the entire facility without cost to Parks, including, but not limited to providing food service personnel, however normal charges may be made for food and beverage items. The dates of such events shall be mutually agreed upon by both parties and shall be reserved in writing not less than one month in advance. During any such Parks Special Event, Licensee shall be obligated to operate the entire Licensed Premises without cost to Parks, however the City will pay for Licensee's costs for food and beverage items or such other operational costs connected with Parks Special Events. Such costs for Parks Special Events must be reported to Parks, but may be excluded from calculation of Gross Receipts.

If applicable, Licensee agrees to work in good faith to cooperate with Parks' efforts to advance Parks-approved volunteering events and programming at or near the Licensed Premises. Parks' Concessions Division will coordinate these activities with the Licensee. Upon Parks' request, Licensee will provide up to 75 free boxed lunches for Parks-approved volunteer events and programming per Year.

**Security** Pursuant to a plan approved in writing by Parks, the concessionaire, at its sole cost and expense, shall be responsible for all security at the Licensed Premises year round and shall provide a 24 hour-a-day security system at the Licensed Premises. The concessionaire will be required to secure the Licensed Premises and any other equipment every evening.



**Safety** Since safety is of the utmost concern, proposers with prior experience in operating this type of facility or similar facilities should submit their personal and/or company safety record. Each proposal should include a detailed outline of maintenance schedules and safety precautions required for the operation of the Licensed Premises as well as any applicable staff qualifications and certifications. Proposers should also provide descriptions of the locations and types of facilities they have operated, including a list of references. The concessionaire will be required to comply with all national safety guidelines and Federal, State and City laws, rules and regulations related to the development, operation and maintenance of the Licensed Premises.

**Community Relations** Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community. Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns such as noise and amplified sound levels.

**Customer Service** Parks expects the concessionaire to create and maintain a high-quality amenity for the public. Parks encourages proposers to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each proposal.

**Signing the License Agreement/Identification & Address** , the successful proposer will be required to present picture identification (such as a driver's license or a passport) and proof of address (such as a utility bill) in order to execute the License Agreement. . In addition, all proposers will be expected to provide Parks with at least two (2) telephone numbers for contact purposes. The successful proposer shall notify the Parks Concessions office immediately of any changes to the successful proposer's address or phone number.

**Inspections & Liquidated Damages** Inspectors from Parks will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site. Based on their inspections, Parks may issue directives regarding deficiencies the concessionaire will be obligated to rectify in a timely fashion. Violations of the terms of the license agreement may result in the assessment of liquidated damages which, if not paid promptly, may be deducted from the concessionaire's security deposit. If the concessionaire fails to provide the cleaning, maintenance, and operational services required by the license agreement, Parks shall notify the concessionaire in writing, and the concessionaire shall be required to correct such shortcomings within the timeframe set forth in such notice. If the concessionaire fails to cure the violation within the timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate the license agreement. Parks may impose a \$250 administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule:

PROVISION	LIQUIDATED DAMAGES PER OCCURRENCE
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Expanding	\$350
Blocked Exits	\$350



Improper Disposal (noxious liquids, debris, etc.)	\$350
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Roving or Vending at Unauthorized Location	\$250
Equipment or Structure Obviously Damaged or in Poor Repair	\$250
Unauthorized Advertising	\$350
Improper Storage	\$350
Graffiti, Dirty Facility or Restroom not maintained	\$350
Unauthorized Vehicular Activity	\$350
Operating without applicable permit(s) or license(s)	\$350
311 sign not displayed	\$250

**Procedure for Appeals of Assessments To Concession License Violations** If an assessment is received for one of the above violations, there is a process by which the assessments may be appealed if the concessionaire feels that the assessment has been assessed in error. The procedure is outlined below:

1. Filing an Appeal

- A. If the concessionaire wishes to appeal the assessment, a notice of appeal must be delivered to Parks within ten (10) days along with a statement of reasons why he or she believes the assessment was erroneous. The statement of reasons must be notarized. Any evidence supporting the concessionaire's appeal (such as photographs, documents, witness statements, etc) should also be included.
- B. If no appeal is received within 10 days of the date the assessment is mailed, the assessment shall be considered final and charged to the concessionaire's account.

2. Adjudication of Appeal

- A. The appeal shall be sent to the Director of Operations Management & Planning, whose office is located at the Arsenal, 830 Fifth Avenue, New York, NY 10065. The Commissioner has designated the Director of Operations Management & Planning to decide on the merits of these appeals. The decision of the Director of Operations Management & Planning shall constitute the final decision of Parks.



B. The Director of Operations Management & Planning is authorized to investigate the merits of the appeal, but is not required to hold a hearing or to speak to the concessionaire in person.

**Access to Licensed Premises** The concessionaire will be required to provide Parks with full and free access to the Licensed Premises to ensure Parks' satisfaction with the concessionaire's compliance with the terms of the License Agreement.

**No Exclusive Vending Rights** Proposers should note that the license agreement will not grant the concessionaire exclusive rights to sell in the park in which the Licensed Premises are located. Moreover, Parks may grant other permits to vendors to sell the same or similar items authorized under this license agreement within the same park in which the Licensed Premises are located. Parks does not guarantee that illegal vendors, persons unauthorized by Parks or disabled veteran vendors will not compete with the successful proposer or operate near the Licensed Premises. Parks encourages concessionaires to report illegal vendors by calling 311.

**Music & Sound Levels** The concessionaire will be required to comply with all laws, rules and regulations of appropriate agencies, specifically the Department of Environmental Protection (DEP), regarding noise levels, and concessionaire shall be responsible for payment of any and all fees or royalties to the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or such other entity as they may require for such music or music programming. The concessionaire may operate and play sound equipment and music only at a sound level reasonably acceptable to the Commissioner. Outdoor amplified sound will not be permitted past 10pm. Any musical programming or other types of entertainment must be approved by Parks.

## B. CAPITAL IMPROVEMENTS

The concessionaire will be responsible for all costs associated with the development, operation, and maintenance of the Licensed Premises. Parks will view favorably proposals that include "green building" design elements and encourages the use of environmentally friendly products for all repairs and capital improvements. A list of products/materials relating to environmentally-friendly practices in City construction projects is available in the *New York City EPP Minimum Standards for Construction Products*. A hard copy of the standards may be obtained from the agency or on the web at: [http://www.nyc.gov/html/mocs/html/programs/other\\_epp.shtml](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml).

**Improvements & Major Repairs** Parks is seeking proposals that include the following improvements and major repairs

- Repair or replace the existing roof including the roof drainage system where necessary to prevent water infiltration.
- Repair or replace all floors, including support beams/subfloor and finishes where necessary.
- Refurbish or replace the ceiling; provide hung ceiling if needed.
- Repair all walls and build new partitions.
- Upgrade the electrical system bringing additional power on site as needed and replace wiring to NYC Building Code.
- Install new electrical meter.
- Install new energy-efficient lighting systems.
- Install gas lines and initiate service, if needed, and install new gas meters.
- Reconfigure and renovate the existing restrooms to provide access to employees, customers, and the general public as well as new fixtures and ventilation. Make restrooms ADA compliant.



- Upgrade sewage system, install new sewer lines if necessary and provide grease traps.
- Upgrade plumbing system, including all piping fixtures, drainage and water.
- Install new HVAC unit(s).
- Replace windows and doors with energy-efficient products.
- Repair and repaint exterior masonry as needed.
- Re-point bricks and masonry and remove bio-growth and graffiti as needed.
- Repair and repaint all interior and exterior wood trim.
- Install and maintain all kitchen equipment including hood and fire suppression system.
- Provide Landscaping adjacent to the building and seating areas

***Additionally, Parks will consider proposals that increase the footprint to provide indoor or covered seating and storage or support space, as well as outdoor seating.***

**\*Note:** All designs and work are subject to Parks approval. Additionally, all necessary permits and approvals for capital work and design must be obtained from the Department of Buildings including, but not limited to, obtaining a Certificate of Occupancy, Public Assembly Permit or Letters of No Objection, as needed. Additionally, all designs and construction to be performed on the structure shall be prepared by licensed architects or engineers and will require prior written approval from Parks, the Public Design Commission of the City of New York, the Department of Buildings, and/or any other agency having jurisdiction. The concessionaire will be required to provide Parks with all plans and specifications upon completion of the construction documents.

**Americans with Disabilities Act (“ADA”) Compliance** The concessionaire shall provide ADA accessibility as required by prevailing code throughout the Licensed Premises including, but not limited to, restrooms, installing ADA accessible counters in the café area, installing ramps, as needed, and providing ADA signage.. The concessionaire shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. The concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

**Permits, Licenses & Approvals** The concessionaire will be responsible for obtaining all necessary permits, licenses and approvals from all City, State and Federal Agencies having jurisdiction for the operation, maintenance and performance of all capital improvements at the Licensed Premises including but not limited to DOB construction permits, DOB Public Assembly Permits, DOB Certificate of Occupancy or Letter of No Objection, approval from the Public Design Commission, DOHMH permits, fire department certificates, DEP permits, New York State Department of Environmental Conservation (NYS DEC) approvals, New York State Historic Preservation Office approvals, and New York City Landmarks Preservation Commission approvals, MTA approvals.. Additionally, all designs, and capital work to be performed on the licensed premises shall be prepared by licensed architects or engineers and require prior written approval from Parks. The concessionaire will be required to provide Parks with all plans and specifications upon completion of the construction documents.

**Evaluation of Capital Investment & Design** Please note that Parks will weigh capital investment and design in its evaluation process (for more information, please see the “Proposal Content Guidelines” section). Therefore, please describe all intended capital work and provide cost estimates for this capital work in your proposal submission. In addition, please include a detailed capital/design timetable which clearly outlines proposed improvements and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. Also, please indicate whether you plan to account for environmental considerations in your capital improvement and maintenance plan. In compiling your capital submission, please be aware that the cost estimates provided in the successful proposal will



become a minimum required capital expenditure in the License Agreement and the time frame proposed will become a mandatory capital schedule. In the event the concessionaire performs all capital improvements for less than the minimum required capital expenditure, any excess monies will be remitted to the City as additional License fees. If the concessionaire by the expiration or sooner termination of the License Agreement fails to expend the minimum capital expenditure required up to the date of expiration or sooner termination, the City may also require any unexpended monies to be remitted to the City as additional License fees. Therefore, please be realistic or even conservative in the investment and time frame you offer. All capital improvements and fixed equipment applied toward the proposer's capital investment become the property of Parks upon installation, at Parks' option. The concessionaire will also be required to supply all additional equipment and materials necessary for the successful operation of the concession. Proposers should differentiate between equipment to be applied towards the minimum required capital expenditure versus personal expendable items in their proposals. Personal expendable items should not be considered capital. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the concession. For example, routine painting and repair of minor wear and tear is considered routine maintenance and would not be accepted as capital investment. Parks reserves the right to determine whether certain repairs and material purchases can be accepted as capital improvements. The concessionaire shall pay for all improvements. As a Parks concessionaire, you may request a sales tax waiver for all sales tax costs associated with the capital expenditures on your Parks concession. Therefore, no sales tax expenses will be accepted as part of capital submissions. Personal expendable items not applied toward the required capital expenditure will remain the property of the concessionaire. These personal expendable items should be listed separately in your proposal under the category of "Additional Investment."

**Certificate of Occupancy** The concessionaire will be required to operate and occupy the Licensed Premises in accordance with all applicable law and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licensed Premises in accordance with applicable law, including any necessary Certificate(s) of Occupancy. Concessionaire shall at all times operate the Licensed Premises in accordance with the provisions of any required licenses or permits. In the event that, at the commencement date of the license agreement, the concessionaire does not have a Certificate of Occupancy because one is not legally required, then the concessionaire shall obtain a "Letter of No Objection" from the DOB. Furthermore, in the event that, at the commencement date of the license agreement, or at any time during the term of the license agreement, the concessionaire does not have a Certificate of Occupancy, where required, and does not have a "Letter of No Objection", the concessionaire may conduct its operations in temporary structures that have been approved by Parks. The concessionaire shall obtain any necessary licenses and permits for such temporary structures before the commencement of operations. However, if in such situation, the concessionaire nonetheless chooses not to conduct such operations in temporary structures, then such operations shall not take place unless and until the concessionaire has obtained the necessary Certificate(s) of Occupancy, if required, or "Letter(s) of No Objection." Nothing in this section shall limit the concessionaire's obligation to pay the License Fees.

**Construction Security Deposit & Payment Bond** At Parks' discretion, the concessionaire may be required to provide a construction security deposit, in an amount and format approved by Parks, to ensure that all capital work is completed. If required, this security deposit, preferably in the form of a letter of credit, must be in place before any capital work commences.

To guarantee prompt payment of moneys due to a contractor or his or her subcontractors and to all persons furnishing labor and materials to the contractor or his or her subcontractors in the prosecution of any Capital Improvement Project with an estimated cost exceeding two hundred fifty thousand dollars (\$250,000), Licensee shall post a payment bond or other form of undertaking approved by Parks in the amount of one hundred percent (100%) of the cost of such Capital Improvement Project before commencing such work. Such bond or other undertaking shall be in a form acceptable to Parks. For purposes of this provision, a "Capital



Improvement Project" shall mean a set of Capital Improvements that are reasonably related in time and purpose as determined by Parks in its sole discretion.

**Available Plans** Architectural plans for this concession may be viewed and downloaded from the Parks' website by visiting: [INSERT LINK](#)

Parks makes no representations as to the availability, accuracy, or completeness of these documents.

#### **C. DESIGN REVIEW FEE**

For Parks' Design review of the concessionaire's design documents, Parks will charge the concessionaire a fee ("Design Review Fee") which will be a percentage of the total cost of all capital improvements. "Total Cost" of such improvements will be the total amount stipulated in the license agreement. The fee is 1% of the total cost. Upon signing the License Agreement, the successful proposer will pay the Design Review Fee.

#### **D. ADDITIONAL REQUIREMENTS DURING THE TERM OF LICENSE**

1. The concessionaire will be required to develop, operate, and maintain the Licensed Premises as a concession for the use and enjoyment of the general public.
2. Proposers are expected to include a new public restroom in their plans for the food service concession. Proposers do not need to utilize the current restroom footprint. The new public restrooms must meet all requirements in compliance with the Americans with Disabilities Act ("ADA").
3. The concessionaire will be required to submit a security deposit of 25% of the highest year's guaranteed minimum license fee, which will be required for the duration of the term of the license. This security deposit, which may be in the form of an interest bearing account or other format approved by Parks, will be due upon signing.
4. Insurance must be in place throughout the entire term of the license agreement. The concessionaire will be required to carry Commercial General Liability insurance in at least Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$5,000,000) aggregate, and statutory limits of Worker's Compensation, Employer's Liability and Disability Benefits Insurance. The Commercial General Liability insurance will be required to name the City of New York, including its officials and employees, as an additional insured with coverage at least as broad as Insurance Services Office (ISO) Form GC 20 26, and the City's limits will be no lower than concessionaire's. If vehicles are to be used in connection with the concession, the concessionaire shall carry Business Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) for each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles. The concessionaire shall maintain all-risk property insurance covering all buildings or structures on the property at a value determined by Parks.
  - (a) In the event the concessionaire shall serve alcohol on the Licensed Premises, the Licensee shall carry or cause to be carried **Liquor Law Liability Insurance** in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and name the City as additional insured. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations



(b) In the event the Licensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Licensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Two Million Dollars per occurrence and name the City as additional insured. Such insurance shall be effective prior to the commencement of any alcohol service by such person on the Licensed Premises and continue throughout such operations.

Proposers are on notice that the City may require other types of insurance and/or higher liability limits and other terms if, in the opinion of the Commissioner, the proposed concession warrants it.

5. The concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format approved by Parks. Within sixty (60) days following the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation. The concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, as described under "Internal Controls" in Section II(A) above.
6. The concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state, or city sales taxes which are paid by the concessionaire.
7. The concessionaire will be responsible for regular pest control inspections and extermination, as needed. To the extent that the concessionaire applies pesticides to any property owned or leased by the City, concessionaire or any subcontractor hired by concessionaire shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.
8. Prior to the commencement of any construction, the concessionaire shall have an asbestos inspection performed on the existing structures at the Licensed Premises to the extent required by the Department of Buildings or other applicable authority. In the event that asbestos removal is deemed necessary, the concessionaire will remove the asbestos according to City, State and Federal regulations.
9. The concessionaire will be prohibited from cutting down, pruning or removing any trees on the Licensed Premises without prior written approval from Parks. The concessionaire will report dead and diseased trees to Parks and upon Parks' request they will remove them. Any attachments to the trees, such as lights, will not be permitted.
10. The concessionaire will be required to cooperate with Parks during special and other unanticipated events.
11. Smoking of any tobacco product or non-tobacco smoking product or electronic cigarettes is strictly prohibited at the Licensed Premises, except in parking lots or on sidewalks along the park perimeter. Concessionaire shall adhere to and enforce this policy.
12. Pursuant to Parks' policy citywide, the concessionaire will be prohibited from selling any beverages in glass bottles. All beverages will be required to be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging or food containers will be prohibited in the operation of the concession.



13. The selling and/or advertisement of cigarettes, or non-tobacco smoking products, electronic cigarettes, cigars, or any other tobacco products is strictly prohibited. The concessionaire will be required to adhere to and enforce this policy.
14. The concessionaire will be required to retain a professional licensed engineer or registered architect approved by Parks for design and filings of proposed capital work and to oversee the entire construction project. This supervising architect or engineer will be required to ensure that all construction conforms to the plans approved by Parks' Design Division. Proposers are required to submit the Engineer or Architect's qualifications to Parks for prior written approval.
15. For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100 gallon capacity, the concessionaire will be required to maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with NYS DECS and register such tanks with the DEP. The concessionaire will assume all registration and update costs. The concessionaire must keep a copy of the PBS Certificate on site and provide copies to Parks' 5-Boro Office on Randall's Island, New York. The concessionaire will be required to perform or have performed a tightness test conducted at least once every five years, to comply with Parks monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks. A useful web site for compliance issues is: <http://www.dec.ny.gov/chemical/287.html>
16. The concessionaire will be required to indemnify the City for claims arising out of the concessionaire's operations under the License Agreement, pursuant to a provision to be included in the License Agreement.
17. The concessionaire must obtain the prior written approval of Parks prior to entering into any marketing or sponsorship agreement. In the event that the concessionaire breaches this provision, the concessionaire shall take any action that the City may deem necessary to protect the City's interests.
18. The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Concessionaires of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Exhibit A, the Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSLL as a material term of such agreement. Please read Exhibit A carefully.
19. The concessionaire agrees to work in good faith to cooperate with Parks efforts to advance Parks-approved volunteering events and programming at or near the Licensed Premises. Parks' concession unit will coordinate these activities with the concessionaire.

### **III. THE RFP PROCESS/PROPOSAL PROCEDURE**

#### **A. PROPOSAL SUBMISSION INSTRUCTIONS**

In order to maintain a contactless process as much as possible, Parks is encouraging proposers to submit an electronic proposal. All proposals must be submitted before the due date and time.

The following information should be printed on the cover page of the proposal:



**Proposer's Name and Address**

**Solicitation M4-SB-2026**

**Proposal Due Date: XXday, XX, 2026, at 2:00 p.m.**

The proposal should be e-mailed to Parks Concessions at [Proposals.Revenue@parks.nyc.gov](mailto:Proposals.Revenue@parks.nyc.gov)

If you are submitting the proposal electronically, you should submit a copy of the check/money order within your proposal. A copy of the postal receipt should be included in the proposal as well. Parks will not be able to verify missing checks without this information. If we cannot make this verification, we will consider it non-responsive.

If you are unable to submit an electronic proposal you may submit an original hard copy proposal to the Parks Concessions Office at the following address:

Office of the Concessions Division  
City of New York Parks,  
The Arsenal-Central Park  
830 Fifth Avenue- Room 407,  
New York, New York 10065

You **must** notify the Project Manager by **XXday, XX, 2026** if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.

If submitting a hard copy proposal, the following procedures would apply:

The proposal should be typed on both sides of 8 1/2" X 11" paper. Pages should be paginated. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult:

<https://www.epa.gov/smm/comprehensive-procurement-guidelines-paper-and-paper-products>). The proposer should state whether its response is printed on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in these instructions. Failure to comply with any of the instructions set forth in this paragraph will not be considered non-responsive.

No proposals should be submitted in plastic sleeves or spiral binders. Illustrations may be included. All plans are subject to Parks' prior written approval. Oversized drawings may be submitted, but must be accompanied by 8 1/2" x 11" sectionals or reductions to 8 1/2" x 11". No telegraphic or facsimile proposals will be accepted. The proposal will be evaluated on the basis of its content, not length.

**Please submit four (4) copies of your proposal (including four copies of all required attachments). The following information should be printed on the outside of the envelope:**

**Proposer's Name and Address**

**Solicitation #: M4-SB-2026**

**Proposal Due Date: XXday, XX, 2026, at 2:00 p.m.**

**B. PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.



1. All proposers must submit a proposal that includes a fee offer for each year of the License term. At Parks' request, proposer shall submit documentation, satisfactory to Parks, demonstrating that it has the financial capability to pay the fees set forth in its proposal. Failure to provide such documentation will result in a determination of non-responsiveness.
2. All proposers are required to submit as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of Five Thousand Dollars (\$5,000.00) with the proposal (payable to NYC Parks & Recreation). **Personal or business checks will not be accepted.**
3. If you are submitting the proposal electronically, the actual check or money order must be sent to the office of the Concessions Division, City of New York Parks, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10065 via mail/UPS/FedEx (or other related delivery service) and be postmarked no later than the due date of the proposal.

In the event of the failure of a successful proposer to execute a concession agreement in accordance with the terms of its proposal, the deposit shall be retained by the City unless the proposal has been permitted to be withdrawn. Proposal deposits will be returned to unsuccessful proposers after the concession agreement is signed with the successful proposer.

4. If submitting in person, all proposals must be submitted in a sealed envelope and received in the office of the Concessions Division, City of New York Parks, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, New York 10065.
5. All proposals must be received by **XXday, XX, 2026 at 2:00 pm.** As previously indicated, you must notify the Project Manager by **XXday, XX, 2026** if you cannot submit a proposal electronically and will be submitting it in person, by mail, courier service, etc.

**Proposals and modifications received after the time and date listed above will be considered late, will be returned to the proposer unopened and will not be considered for award, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.**

6. Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, proposers responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal and should do so in a separate envelope. (If the responding proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.



Organizations which hold 10% or more ownership of the entity must now be reported. Beginning in January 2018, an entity must submit a DBDF that certifies whether one or more organizations own or control 10% or more of the entity. Until such a DBDF has been received by Doing Business Accountability, a DBDF submitted with a filing status of No Change will not be accepted. To determine if Doing Business Accountability has received a LL 34 certification from your entity and to obtain a report of the officers, owners, and managers currently in the Doing Business Database for your entity, please contact Doing Business Accountability at 212-298-0600 or at [doingbusiness@mocs.nyc.gov](mailto:doingbusiness@mocs.nyc.gov).

Doing Business Data Form with Agency Name and Transaction ID (i.e. PIN, Contract number, PO number, etc.) filled in, Proposal box checked and Transaction Type Indicated.

## **C. PROPOSAL CONTENT GUIDELINES**

Each proposal is expected to include the following:

Completed checklist (the form is included at the front of this RFP) as the cover page of the proposal and a completed Doing Business Data Form.

### **1. Proposed Capital Investment, Improvements and Design**

- Proposers should submit a detailed timetable describing all design, improvements and capital work. This timetable should clearly outline all intended improvements and investments, the projected cost of these improvements, and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. An approximate time frame for each phase should be included.
- Proposers are expected to include a new public restroom in their plans for the food service concession. Proposers do not need to utilize the current restroom footprint. The new public restrooms must meet all requirements in compliance with the Americans with Disabilities Act (“ADA”).
- Proposers should submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
- Proposers should submit designs of the exterior and interior of the Licensed Premises, including dimensions, photographs and renderings. All final designs of the successful proposer must be approved by Parks and other pertinent agencies in writing before construction can commence.
- Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.
- Parks is seeking proposals that include the Improvements and Repairs noted in Section B, **pages 16-17 of this RFP**.

### **2. Fee Offer**

- The fee offer should state the highest sum each proposer is prepared to pay as a license fee, expressed as guaranteed minimum annual fee versus a percentage of gross receipts, whichever is greater.
- Parks will take the following factors into account when evaluating fee offers:



- How the fee offer relates to the fees for similar concessions such as those listed on page 3 of this RFP.
- The feasibility of the fee offer based on the planned operations of the concession.
- Any other factors which would affect revenue paid to the City (deductions from gross receipts, etc.)
- The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum annual fee over the license term.

3. Planned Operations

- Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to intended use of the facility hours of operation, services to be provided, menu items and merchandise to be sold, a detailed list of all proposed prices and rates, internal controls, landscaping plans, maintenance, rubbish removal, and cleaning schedules, safety and security plans, any plans to install energy efficient appliances or appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use "Green Seal" or other environmentally friendly products or devices. All plans, schedules, services, menu items, merchandise, prices and rates, and hours of operation are subject to Parks' prior written approval.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation. In addition to the required four copies of the proposals, Parks requests that the Pro Forma (not the entire proposal) be submitted electronically as an excel file. Excel files must be unlocked and show all formulas and calculations used. **Electronic submissions may be addressed to [Proposals.Revenue@parks.nyc.gov](mailto:Proposals.Revenue@parks.nyc.gov)**
- Parks will view favorably proposals that incorporate diverse, and/or healthy food choices. Proposers should include some low-cost items on their menu. All prices and menu items are subject to Parks' prior written approval.
- Parks will view favorably the installation of Energy Star approved appliances and equipment, such as and commercial refrigerators, at the Licensed Premises. Parks will also view favorably proposals that include plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.
- Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks



will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.

- Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns, such as noise and amplified sound levels.
- Parks also encourages the following:
  - The use of chlorine free, biodegradable and/or compostable products such as paper towels, napkins, utensils and plates (if the proposer intends to utilize disposable products for food service at the Licensed Premises).
  - The use of environmentally friendly cleaners and the sale of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA") to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.
  - Reducing food packaging and encouraging staff and customers to bring and refill their own reusable water bottles.
  - Training staff on environmentally friendly food service practices.
  - Utilizing a composting service to dispose of food waste.

#### 4. Operating Experience & Financial Capability

- Proposers should submit the following documentation demonstrating their operating experience and financial capability:
  - A resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. For proposers who have done business with Parks or the City, Parks may consider that experience as part of the selection criteria in evaluating proposals. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
  - Parks would like to confirm whether you have New York certification as an MWBE for informational purposes. The response to this question is optional. If you would like to know more information on MWBE eligibility requirements, please see the link below to the NYC Business website (<https://nyc-business.nyc.gov/nycbusiness/description/minority-and-womenowned-business-enterprise-certification-program-mwbe>)
  - A list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
  - A financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should



include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).

- The intended source of all funds proposed to be invested in the Licensed Premises.

5. Integrated Sustainability by Design

- a. The fundamental goals of sustainability are to diminish the utilization of non-renewable energy, limit landfill waste, and create healthy, overall sustainable conditions. Proposers should include an organizational plan for sustainability that looks to decrease adverse effects on the climate and improve the overall quality of life of its users. Parks is seeking proposals that include the following, as applicable and feasible:
  - enhance site potential through sustainably integrated design (see 5 b. below)
  - limit non-renewable energy utilization
  - utilize ecologically ideal items (see 5 c. below)
  - conserve water
  - upgrade indoor natural quality through biophilic designs, which can include incorporating natural materials, natural lighting, vegetation, and other elements of the natural world into the built environment
  - optimize all maintenance and operations to follow concepts of sustainability
- b. Proposers should identify each portion of the site that can be improved through sustainably integrated design and provide design plans, with labels and explanations, accordingly. Parks is seeking proposals that include sustainable technologies such as:
  - Use energy-efficient lighting & appliances
  - Install motion-activated fixtures and lights
  - Use low-pressure faucets and water closets, etc.
  - Increase permeable surfaces
  - Incorporate Storm Water Management, including adding rain garden, if feasible.
  - Reduce paved surface areas by adding new landscaping in and around parking lots
  - Install or convert building systems including Heating Ventilation and Air Conditioning to high efficiency, electric or sustainable systems
  - Use locally sourcing materials
  - Using sustainable/recycled materials
  - Include a Comprehensive Waste Management Plan, including recycling program and composting, if feasible.
  - Plant new deciduous trees, green roofs and landscaping to provide shade and reduce heat islands
  - Install bike racks
  - Provide electric charging stations for vehicles and maintenance equipment
  - Utilize electric vehicles and maintenance equipment
- c. Proposers should include a plan for integrating sustainability into everyday operations such as:
  - Provide sustainability measurements, analytics, and performance reviews
  - Use a sustainable leadership system to ensure an operation that is sustainable at its core (via employee training or workshops)
  - Provide a detailed plan for phasing out plastic usage and single-use items
  - Use “clean” or “green” cleaning products to ensure cleaner (water) run-off for the surrounding community



- Use sustainable soaps, toilet paper, hand dryers (rather than paper towels), low-pressure faucets, etc. for patrons
- Provide a plan to organize composting or partner with a composting entity to ensure minimal trash to landfills
- Parks also encourages or views favorably proposals that include sustainable integrated design elements such as those described on pages 12 and 13 of the RFP

**PLEASE NOTE:** All proposals should indicate how the proposer became aware of this concession opportunity (e.g. newspaper ad; mailing list, Parks website, etc.).

#### **IV. EVALUATION AND SELECTION PROCEDURES**

Proposals will be evaluated by a selection committee composed of a minimum of three (3) Parks employees or Parks and other City employees, in accordance with procedures established by the Franchise and Concession Review Committee, based on the criteria listed below. The concession will be awarded to the proposer whose submission the selection committee judges best overall based on these criteria.

##### **A. PROPOSAL EVALUATION CRITERIA**

In evaluating proposals, the Selection Committee will use the following criteria:

Capital Investment, Improvement and Designs: see Section III (C) (1) (30%)  
Fee Offer: see Section III (C) (2) (20%)  
Planned Operations: see Section III (C) (2) (20%)  
Operating Experience & Financial Capability: see Section III (C) (3) (15%)  
Integrated Sustainability by Design: see Section III (C) (5) (15%)

##### **B. EVALUATION PROCEDURES**

Parks will only consider proposals that meet satisfactory levels of the above criteria. The City is not required to accept the proposal that includes the highest fee offer. Parks' acceptance of a proposal does not imply that every element of that proposal has been accepted

Parks cannot consider any proposal that does not comply with the "Submission Requirements" section of this RFP. Proposals that do not meet these requirements will not be evaluated. When feasible, employees of Parks will visit facilities operated by proposers.

#### **V. OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS**

Parks reserves the right to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of the City of New York to do so.

Proposers are advised that Parks has the option of selecting the proposer without conducting discussions or negotiations. Therefore, proposers should submit their best proposals initially, since discussions or negotiations may not take place.

Proposers are also advised that the award of this concession is subject to applicable provisions of federal, State, and local laws and executive orders requiring affirmative action and equal employment opportunity.

Proposers have the right to appeal a determination of non-responsiveness and/or non-responsibility and have the right to protest a solicitation and award as specified in Chapter 1 of Title 12 of the Rules of the City of New York.



All RFP submission materials become the property of the City of New York and Parks. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law.

Parks is subject to the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by Parks. (See Public Officers Law, Sections 87 and 89). Individuals or firms that submit proposals to Parks may request that Parks except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If Parks grants the request for exception from disclosure, Parks shall keep such proposal or portions thereof in secure facilities.

Parks shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therein.

Proposers should be aware that this concession will be developed and operated pursuant to a license agreement issued by Parks. Notwithstanding any language contained herein, the license agreement is terminable at will by the Commissioner at any time. In the event this agreement is terminated, Parks will not reimburse licensee's unamortized capital improvement costs.

A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. Parks will only consider the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to Parks. A proposer may not withdraw its proposal before the expiration of forty-five (45) calendar days after the date of the opening of proposals; thereafter a proposer may only withdraw its proposal by submitting written notice to Parks in advance of an actual grant of a concession.

Technical addenda issued by Parks will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact the agency before submitting a proposal to verify that they have received any addenda issued. Proposers shall acknowledge the receipt of any addenda in their proposal submissions.

Proposers should be aware that, upon Parks' request, proposer(s) will be required to complete an online Procurement and Sourcing Solutions Portal (PASSPort to the Mayor's Office of Contract Services (MOCS). In addition, any person or entity with at least a 10% ownership interest in the submitting vendor (including a parent company), is required to complete PASSPort Questionnaires (Principal Questionnaire for any person and Vendor Questionnaire for any entity with at least a 10% ownership interest in the submitting vendor). The concession award will be subject to completion of the PASSPort questionnaires and review of certain information contained therein by the Department of Investigation. To submit the questionnaires to MOCS, create an account and submit the vendor enrollment package in PASSPort through the NYC website at <http://www.nyc.gov/passport>

The New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity that believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller's Office of Contract Administration, 1 Centre Street, Room 835, New York, New York 10007. This office may be reached at (212) 669-2323.



Iris Rodriguez-Rosa,  
Commissioner

## **EXHIBIT A**

### **NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER**

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

#### **A. *Introduction and General Provisions.***

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 et seq. (“DCWP Rules”).
2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.
3. The Contractor must notify (with a copy to DCWP at [ComplianceMonitoring@dcwp.nyc.gov](mailto:ComplianceMonitoring@dcwp.nyc.gov)) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.
4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.
5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as



Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

**B. Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.**

1. An employee who works within the City must be provided paid safe and sick time.<sup>1</sup> Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

- a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;



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<sup>1</sup> Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a



reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right



provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.
2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.
2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.
3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other



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protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.



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## EXHIBIT B

### SITE PLAN





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**INSERT DBD FORM**



## Checklist of Items to be Included in the Proposal

Please circle or fill out where applicable and include this form as the cover page of your proposal

Name of Proposer \_\_\_\_\_ **Solicitation #M4-SB-2026**

Yes/No	
Yes/No	You have included the following information:  Proposer's Name _____ Address _____  Solicitation #: <b>M4-SB-2026</b> Proposal Due Date and Time: <b>XXday, XX, 2026</b>
Yes/No	If submitting a hard copy proposal, you have submitted four (4) copies of your proposal.
Yes/No	You have submitted a fee offer for each year of the License term as follows: Year 1 _____ Year 2 _____ Year 3 _____ Year 4 _____ Year 5 _____ Year 6 _____ Year 7 _____ Year 8 _____ Year 9 _____ Year 10 _____ Year 11 _____ Year 12 _____ Year 13 _____ Year 14 _____ Year 15 _____ Year 16 _____ Year 17 _____ Year 18 _____ Year 19 _____ Year 20 _____ Year 21 _____ Year 22 _____ Year 23 _____ Year 24 _____ Year 25 _____
Yes/No	You have submitted as a proposal deposit a certified bank check, official bank check, money order, or cashier's check in the amount of <b>(\$5,000.00)</b> with the proposal (payable to NYC Parks & Recreation) ( <b>No Personal or business checks</b> ).  If submitting the proposal electronically, you should have included a copy of the proposal deposit along with the postal receipt used to send out the deposit.
Yes/No	You have submitted a resume or detailed description of your professional qualifications
Yes/No	You have included a list of at least three (3) recent relevant references
Yes/No	You have submitted a detailed operational plan for the entire Licensed Premises
Yes/No	You have included a financial statement or statements prepared in accordance with standard accounting procedures.
Yes/No	You have identified the intended source of all funds proposed to be invested in the Licensed Premises
Yes/No	If submitting a hard copy proposal, you have submitted four copies of a Doing Business Data Form. One copy for electronic submission.
Yes/No	You have acknowledged the receipt of all addenda that have been issued by Parks for this solicitation
Yes/No	You have indicated in your proposal if you intend to create a new entity which would be awarded the contract, if selected as highest proposer. If you intend to operate as a Doing Business As (dba), please



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ensure you have filed the required paperwork with the NY Department of State.

**New York City Department of Parks & Recreation**  
**REQUEST FOR PROPOSALS ~ SOLICITATION # M4-SB-2026**  
**PROPOSAL RATING SHEET AND GUIDELINES**

Subject	For the Renovation, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan	
Concession ID	M4-SB-2025	
Proposer	1	
Proposal ID No.		
Evaluator's Name		

	<u>Score Awarded</u>	<u>Maximum Score</u>
A. Proposed Capital Investment, Improvements & Design	_____	<u>30 points</u>
B. Fee Offer	_____	<u>20 points</u>
C. Planned Operations	_____	<u>20 points</u>
D. Operating Experience & Financial Capability	_____	<u>15 points</u>
E. Integrated Sustainability by Design	_____	<u>15 points</u>
<b>TOTAL</b>	_____	<b><u>100 points</u></b>

**Evaluator's Signature & Date:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Name of Proposer Organization: \_\_\_\_\_

#### **A. Proposed Capital Investment, Improvements and Design (30 points)**

*The Capital Investment score will be comprised of two parts: a calculated score based on the capital investment (Step 1 Score) and a score based on the extent to which the proposer demonstrates the ability to design and complete quality capital improvements at the Licensed Premises based on proposed capital investment and designs submitted, including any plans to take environmental considerations into account (Step 2 Score).*

***Please refer to the Capital Improvements section on page 16-17 of the RFP for more information.***

**STEP 1.** The selection committee members must use the following formula to develop an initial score for the proposer (Step 1 Score for Subject Proposer):

\_\_\_\_\_ (Subject Guaranteed Capital Investment) **divided by** \_\_\_\_\_ (Highest Guaranteed Capital Investment Submitted) **times 10** (Max Pts. For Step 1 Score) = \_\_\_\_\_ (Step 1 Score for Subject Proposer)

**STEP 2.** Determine the secondary score (Step 2 Score) taking the following factors into account:

- Proposers should submit a detailed timetable describing all design, improvements and capital work. This timetable should clearly outline all intended improvements and investments, the projected cost of these improvements, and the anticipated duration of each improvement. The timetable may use "phases" as a schedule. An approximate time frame for each phase should be included.
- Proposers are expected to include a new public restroom in their plans for the food service concession. Proposers do not need to utilize the current restroom footprint. The new public restrooms must meet all requirements in compliance with the Americans with Disabilities Act ("ADA").
- Proposers should submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
- Proposers should submit designs of the exterior and interior of the Licensed Premises, including dimensions, photographs and renderings. All final designs of the successful proposer must be approved by Parks and other pertinent agencies in writing before construction can commence.
- Parks will view favorably proposals that include "green building" design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.

14-20 points	Proposer offers superior capital investment, improvements and design based on the above considerations.
7-13 points	Proposer offers satisfactory capital investment, improvements and design based on the above considerations.
0-6 points	Proposer offers limited capital investment, improvements and design based on the above considerations.

\_\_\_\_\_ (Step 2 Score)

**STEP 3.** Determine the Final Score for Subject Proposer (Step 1 Score + Step 2 Score) and place the figure next to "A" Score."

**A Score** \_\_\_\_\_  
(Max 30 pts)

**Basis for Score:** \_\_\_\_\_

\_\_\_\_\_

Name of Proposer Organization: \_\_\_\_\_

## B. Fee Offer (20 points)

**STEP 1.** The selection committee members must use the following formula to develop an initial score for the proposer (Initial Score for Subject Proposer):

\_\_\_\_\_ (Subject Guaranteed Annual Flat Fee Net Present Value) **divided by** \_\_\_\_\_ (Highest Guaranteed Annual Flat Fee Net Present Value Submitted) **times 20** (Max Pts.) = \_\_\_\_\_ (Initial Score for Subject Proposer)

**STEP 2.** Determine if any adjustments to the Initial Score for Subject Proposer are necessary. The selection committee member may adjust the Initial Score for Subject Proposer up or down taking the following into account:

- How the proposed fee offer relates to the fee offer for the prior license term of this concession and/or similar concessions.
- The feasibility of the proposed fee offer based on the planned operations for the concession and the financial history of the concession.
- Consider if the proposer included an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum fee over the license term.
- Any other factors which might affect the revenue paid to the city (deductions from gross receipts, etc.)

Selection committee members should explain the basis for any adjustments made to the Initial Score for Subject Proposer.

**STEP 3.** Determine the Final Score for Subject Proposer (Initial Score for Subject Proposer + or – any adjustments) and place the figure next to B Score.” If no adjustments were made to the Initial Score for Subject Proposer, the Initial Score for Proposer shall become the Final Score for Subject Proposer and shall be placed next to “B Score.”

**B Score** \_\_\_\_\_  
(Max 20 pts)

**Explain basis for rating, if adjustments to the Initial Score for Subject Proposer were made:**

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**C. Planned Operations (20 points)**

*Extent to which the proposer demonstrates that it will operate the concession at the highest caliber based on planned operation.*

**Consider the following factors:**

- Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to, hours of operation, prices, rates, plans to facilitate entry into and exit from parking areas, staffing plans, safety and security plans, and maintenance, snow, rubbish removal, and cleaning schedules. All plans, schedules, services, prices and rates, and hours of operation are subject to Parks' prior written approval.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Parks will view favorably proposals that incorporate diverse, and/or healthy food choices. Proposers should include some low-cost items on their menu. All prices and menu items are subject to Parks' prior written approval.
- Parks will view favorably the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators, at the Licensed Premises. Parks will also view favorably proposals that include plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.
- Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.
- Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns, such as noise and amplified sound levels.
- Parks also encourages the following:
  - The use of chlorine free, biodegradable and/or compostable products such as paper towels, napkins, utensils and plates (if the proposer intends to utilize disposable products for food service at the Licensed Premises).
  - The use of environmentally friendly cleaners and the sale of sustainable food products. Proposers can consult the web site of the Green Restaurant Association ("GRA") to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information.
  - Reducing food packaging and encouraging staff and customers to bring and refill their own reusable water bottles.
  - Training staff on environmentally friendly food service practices.
  - Utilizing a composting service to dispose of food waste.

14-20 points	Proposer offers superior planned operations based on the above considerations.
7-13 points	Proposer offers satisfactory planned operations based on the above considerations.
0-6 points	Proposer offers limited planned operations based on the above considerations.

**C Score** \_\_\_\_\_  
(Max 20 pts)

**Basis for Score:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Proposer Organization: \_\_\_\_\_

#### **D. Operating Experience & Financial Capability (15 points)**

*Extent to which the proposer demonstrates relevant and successful operating experience in the field, including any work with City agencies, and/or access to individuals and/or firms with such expertise.*

**Consider the following factors:**

- A resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise. For proposers who have done business with Parks or the City, Parks may consider that experience as part of the selection criteria in evaluating proposals. Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
- Parks would like to confirm whether you have New York certification as an MWBE for informational purposes. The response to this question is optional. If you would like to know more information on MWBE eligibility requirements, please see the link on page 26 of the RFP.
- A list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
- Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Proposers should identify the intended source of all funds proposed to be invested in the Licensed Premises.

10-15 points	Proposer has superior, highly successful operating experience in the field based on the above considerations and demonstrates a superior capability to undertake all financial obligations under the license agreement based on the above considerations.
5-9 points	Proposer has satisfactory successful operating experience in the field based on the above considerations and demonstrates satisfactory capability to undertake all financial obligations under the license agreement based on the above considerations.
0-4 points	Proposer has limited successful operating experience in the field based on the above considerations and demonstrates limited capability to undertake all financial obligations under the license agreement based on the above considerations.

**D Score** \_\_\_\_\_  
(Max 15 pts)

**Basis for Score:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of Proposer Organization: \_\_\_\_\_

## **E. Integrated Sustainability by Design (15 points)**

*Extent to which the proposer demonstrates the ability to undertake all sustainability-based obligations under the License Agreement.*

### **Consider the following factors:**

The fundamental goals of sustainability are to diminish the utilization of non-renewable energy, limit landfill waste, and create healthy, overall sustainable conditions. Proposers should include an organizational plan for sustainability that looks to decrease adverse effects on the climate and improve the overall quality of life of its users. Parks is seeking proposals that include the following, as applicable and feasible:

- Enhance site potential through sustainably integrated design (see below)
- Limit non-renewable energy utilization
- Utilize ecologically ideal items (see below)
- Conserve water
- Upgrade indoor natural quality through biophilic designs, which can include incorporating natural materials, natural lighting, vegetation, and other elements of the natural world into the built environment
- Optimize all maintenance and operations to follow concepts of sustainability

Proposers should identify each portion of the site that can be improved through sustainably integrated design and provide design plans, with labels and explanations, accordingly. Parks is seeking proposals that include sustainable technologies such as:

- Use energy-efficient lighting & appliances
- Install motion-activated fixtures and lights
- Use low-pressure faucets and water closets, etc.
- Increase permeable surfaces
- Incorporate Storm Water Management, including adding rain garden, if feasible.
- Reduce paved surface areas by adding new landscaping in and around parking lots
- Install or convert building systems including Heating Ventilation and Air Conditioning to high efficiency, electric or sustainable systems
- Use locally sourced materials
- Using sustainable/recycled materials
- Include a Comprehensive Waste Management Plan, including recycling program and composting, if feasible.
- Plant new deciduous trees, green roofs and landscaping to provide shade and reduce heat islands
- Install bike racks
- Provide electric charging stations for vehicles and maintenance equipment
- Utilize electric vehicles and maintenance equipment

Proposers should include a plan for integrating sustainability into everyday operations such as:

- Provide sustainability measurements, analytics, and performance reviews
- Use a sustainable leadership system to ensure an operation that is sustainable at its core (via employee training or workshops)
- Provide a detailed plan for phasing out plastic usage and single-use items
- Use "clean" or "green" cleaning products to ensure cleaner (water) run-off for the surrounding community
- Use sustainable soaps, toilet paper, hand dryers (rather than paper towels), low-pressure faucets, etc. for patrons
- Provide a plan to organize composting or partner with a composting entity to ensure minimal trash to landfills

Parks also encourages or views favorably proposals that include sustainable integrated design elements such as those described on pages 12 and 13 of the RFP.

10-15 points	Proposer demonstrates a superior capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.
5-9 points	Proposer demonstrates satisfactory capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.
0-4 points	Proposer demonstrates limited capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.

**E Score** \_\_\_\_\_

(Max 15 pts)

**Basis for Score:** \_\_\_\_\_

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Name of Proposer Organization: \_\_\_\_\_

**TOTAL (A+B+C+D+E) = \_\_\_\_\_**

Name of Proposer Organization: \_\_\_\_\_

**Revised Total Score** \_\_\_\_\_

**(List each category changed & reference page numbers as applicable)**

Result of:  Committee Discussion  Interview (if applicable)  BAFO submission (if applicable)

Other \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_

**Revised Total Score** \_\_\_\_\_

**(List each category changed & reference page numbers as applicable)**

Result of:  Committee Discussion  Interview (if applicable)  BAFO submission (if applicable)

Other \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_

**Revised Total Score** \_\_\_\_\_

**(List each category changed & reference page numbers as applicable)**

Result of:  Committee Discussion  Interview (if applicable)  BAFO submission (if applicable)

Other \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_

**Revised Total Score** \_\_\_\_\_

**(List each category changed & reference page numbers as applicable)**

Result of:  Committee Discussion  Interview (if applicable)  BAFO submission (if applicable)

Other \_\_\_\_\_

Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_

Name of Proposer Organization: \_\_\_\_\_

## **SPACE FOR ADDITIONAL REVIEW COMMENTS**

(Label each comment with its category, also subcategory, if applicable)

## THANK YOU FOR YOUR REVIEW



**David Cerron**  
Assistant Commissioner  
Business Development & Special  
Events

**T** 212.360.3457      **E** [david.cerron@parks.nyc.gov](mailto:david.cerron@parks.nyc.gov)

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The Arsenal  
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New York, NY 10065  
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## **NOTICE OF SOLICITATION**

### **Solicitation # M4-SB-2026**

**TO:** All Prospective Proposers

**FROM:** Lindsay Schott, Senior Project Manager *LS*

**SUBJECT:** **Request for Proposals for the Renovation, Operation and Maintenance of a Food Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan**

**DATE:** **XX, 2026**

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In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation (“Parks”) is issuing, as of the date of this notice, a significant Request for Proposals (RFP) for the Renovation, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan.

There will be a recommended remote proposer meeting on **XXday, XX, 2026, at XX:00 XM**. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. The link for this meeting is as follows:

The link for this remote site meeting is as follows: **INSERT LINK**

Meeting ID: **INSERT**

Passcode: **INSERT**

Or call in (audio only)

1-646-893-7101

Phone Conference ID: **INSERT**

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site, which is located on Allen Street between Delancey Street and Rivington Street

All proposals submitted in response to this RFP must be submitted no later than **XXday, XX, 2026, at X:00 pm.**

Hard copies of the RFP can be obtained at no cost, commencing **XXday, XX, 2026, through XXday, XX, 2026**, by contacting Lindsay Schott, Senior Project Manager at (212)360-3405 or at [Lindsay.Schott@parks.nyc.gov](mailto:Lindsay.Schott@parks.nyc.gov).

The RFP is also available for download, on **XXday, XX, 2026, through XXday, XX, 2026**, on Parks’ website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities> and click on the “Concessions Opportunities at Parks” link. Once you have logged in, click on the “download” link that appears adjacent to the RFP’s description.



NYC Parks

For more information or if you cannot attend the remote proposer meeting, prospective proposers may contact Lindsay Schott, Senior Project Manager, by phone at (212)360-3405, by e-mail at [Lindsay.Schott@parks.nyc.gov](mailto:Lindsay.Schott@parks.nyc.gov), or send mail to her attention at The Arsenal, 830 Fifth Avenue, Rm. 407, New York New York 10065.

**Deaf, hard-of-hearing, deaf-blind, speech-disabled, or late-deafened people who use text telephones (TTYs) or voice carry-over (VCO) phones can dial 711 to reach a free relay service, where specially trained operators will relay a conversation between a TTY/VCO user and a standard telephone user.**

**Alternatively, a message can be left on the Telecommunications Device for the Deaf (TDD). The TDD number is 212-New York (212-639-9675).**

# FRANCHISE AND CONCESSION REVIEW COMMITTEE

**(Cal. No. 4)**

RESOLVED, that the Franchise and Concession Review Committee (“FCRC”), pursuant to Section 1-05 of the Concession Rules of the City of New York, unanimously authorizes the New York City Department of Parks & Recreation (“Parks”) to issue a significant RFP for a term of twenty-five (25) years for the Development, Operation, and Maintenance of a Food Service Concession between Delancey Street and Rivington Street at the Allen Street Malls, Manhattan.

BE IT FURTHER RESOLVED, that Parks shall present the agreement it proposes to enter into at a public hearing of the FCRC for comment.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE  
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

**2/11/2026**

**Signed:** \_\_\_\_\_

**Title:** City Chief Procurement Officer

**Date:** \_\_\_\_\_