

A regular meeting of the Glen Cove Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at City Hall, 9 Glen Street, City of Glen Cove, County of Nassau, New York, on April 11, 2023, at 6:01 p.m., local time.

The meeting was called to order by Chairperson Panzenbeck and, upon roll being called, the following members of the Agency were:

PRESENT:

Pamela D. Panzenbeck	Chairperson
Vincent C. Hartley	Vice Chairperson/Treasurer
James J. Cappiello	Member
Grady Farnan	Member
David V. Jimenez	Member
John Fielding	Member
Tom Hopke	Member

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Ann S. Fangmann	Executive Director
Camille Byrne	Secretary
Milan K. Tyler, Esq.	Transaction Counsel

The attached resolution no. 7(a) was offered by Chairperson Panzenbeck, seconded by Vice Chair Hartley:

GC-IDA
ENTERED
4-11-23
CB

Resolution No. 7(a)

RESOLUTION OF THE GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY AUTHORIZING THE MANAGEMENT OF CERTAIN AGENCY-OWNED
PROPERTY ON A SHORT-TERM BASIS, AUTHORIZING THE EXECUTIVE DIRECTOR
TO NEGOTIATE A LICENSE OR OTHER AGREEMENT WITH RESPECT
TO SUCH USE, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Glen Cove Industrial Development Agency (the “Agency”) is the owner of certain real property commonly known as the Garvies Point Marina Site (the “Site”) located in the Garvies Point redevelopment project in the City of Glen Cove, New York; and

WHEREAS, the Agency wishes to permit the management of the Site on a short-term basis for a public marina during the 2023 boating season;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby approves the short-term management of the Site for a public marina during the 2023 boating season (with up to four one-year extensions), which short-term use shall be on substantially the terms and conditions set forth in the letter agreement attached hereto as Exhibit A.

Section 2. The Agency hereby determines that the proposed action is a Type II Action pursuant to Article 8 of the New York Environmental Conservation Law (including the regulations thereunder, “SEQRA”) involving “continuing agency administration” which does not involve “new programs or major reordering of priorities that may affect the environment” (6 NYCRR §617.5(c)(20)) and therefore no Findings or determination of significance are required under SEQRA.

Section 3. The Executive Director is hereby authorized and directed to negotiate and enter into a license agreement or similar contract for the short-term use of the Site (the “License”), on such terms and subject to such conditions as the Executive Director may deem advisable or necessary, substantially in the form attached hereto. The Executive Director’s execution of the License shall evidence the Agency’s approval of the terms thereof.

Section 4. The Agency hereby determines that the License does not constitute a Disposal of property within the meaning of the Agency’s Disposition of Property Guidelines (the “Guidelines”) and that, in the event the License is determined to be a Disposal of property under the Guidelines, the fair value of such License is less than \$5,000.00.

Section 5. This Resolution shall be deemed to take effect as of the date of its adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

<u>IDA MEMBERS</u>	<u>VOTING</u>
Chairperson Panzenbeck	AYE
Vice Chair Hartley	AYE
James J. Cappiello	AYE
Grady Farnan	AYE
David V. Jimenez	AYE
John Fielding	AYE
Tom Hopke	AYE

The foregoing Resolution was thereupon declared duly adopted.

GC-IDA
ENTERED
4-11-23
CB

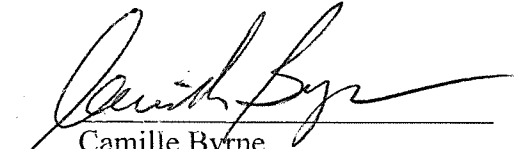
STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

I, the undersigned Secretary of the Glen Cove Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on April 11, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matter therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 12th day of April, 2023.



Camille Byrne
IDA Board Secretary

(SEAL)

April 11, 2023

Ann S. Fangmann
Executive Director
Glen Cove Industrial Development Agency
9 Glen Street, City Hall
Glen Cove, NY 11542

Re: Garvies Point Marina

Dear Ms. Fangmann:

I am writing to confirm our agreement (this "Agreement") with the Glen Cove Industrial Development Agency (the "IDA") regarding the operation of the Garvies Point marina located adjacent to and on Glen Cove Creek, consisting of 47 boat slips (the "Marina"), during calendar year 2023. The provisions of our Agreement are as follows:

1. Garvies Point Master Association, Inc. ("GPMA") shall manage the operations of the Marina during the summer boating season running from April 15, 2023 to October 15, 2023 (the "Season"). This Agreement may be renewed by the Agency, in its sole discretion, annually for up to four (4) additional boating seasons.
2. Management shall include, but not be limited to, entering into slip leases with boat owners, and maintaining the piers, docks, and slips. Slip leases shall expire in 2023 and shall not be transferable to third parties.
3. GPMA shall not undertake, engage or commit to any obligation, responsibility or duty that extends beyond the period of this Agreement, and shall not offer, bestow or grant any right or interest involving or pertaining to the use or enjoyment of the Marina that extends beyond the period of this Agreement.
4. GPMA shall collect all sources of income and pay all expenses of the operation of the Marina as the same become due and payable, and remit any excess funds to the IDA within forty five (45) days after the end of the Season. GPMA shall ensure that all users of the Marina are charged for the fair value of the use thereof.
5. GPMA shall ensure that the gross revenue from the Marina for the Season exceeds the expenses of the Marina for the Season.
6. GPMA shall provide the IDA with a monthly ledger of revenues and expenses no later than thirty (30) days after the end of the prior month, and allow the IDA to conduct an end-of-Season audit of the accounts and operations utilized by GPMA in its operation of the Marina for the Season. Copies of all Marina rental/use agreements shall be provided to the Agency promptly upon execution thereof.
7. The parties shall cooperate in good faith with regard to the management of the Marina as a public facility. The Glen Cove Harbor Patrol shall maintain jurisdiction over the Marina in accordance in all applicable governmental requirements.

8. The IDA shall have the right to request an audit of the accounts and operations utilized by GPMA in its operation of the Marina. Copies of all Marina rental/use agreements shall be provided to the Agency promptly upon execution thereof. The parties shall cooperate in good faith with regard to the management of the Marina as a public facility.
9. GPMA and the IDA shall comply at all times with the provisions of the Public Use Improvements Maintenance Agreement, dated as of March 31, 2002, by and between the IDA and Garvies Point Master Association, Inc., the terms of which are fully incorporated herein as though fully set forth in this Agreement, solely as they pertain to the Marina. The foregoing shall expressly include, without limitation, Section 8.01 regarding insurance.
10. GPMA shall be permitted to respond to any request for any longer term Marina management proposals for any subsequent boating season(s).
11. GPMA shall not have the right to assign or transfer this Agreement or its obligations hereunder without the consent of the IDA.

If the foregoing accurately reflect the understanding between the parties, please execute a copy of this letter where indicated, and we shall commence our management obligations.

Very truly yours,

GARVIES POINT MASTER ASSOCIATION

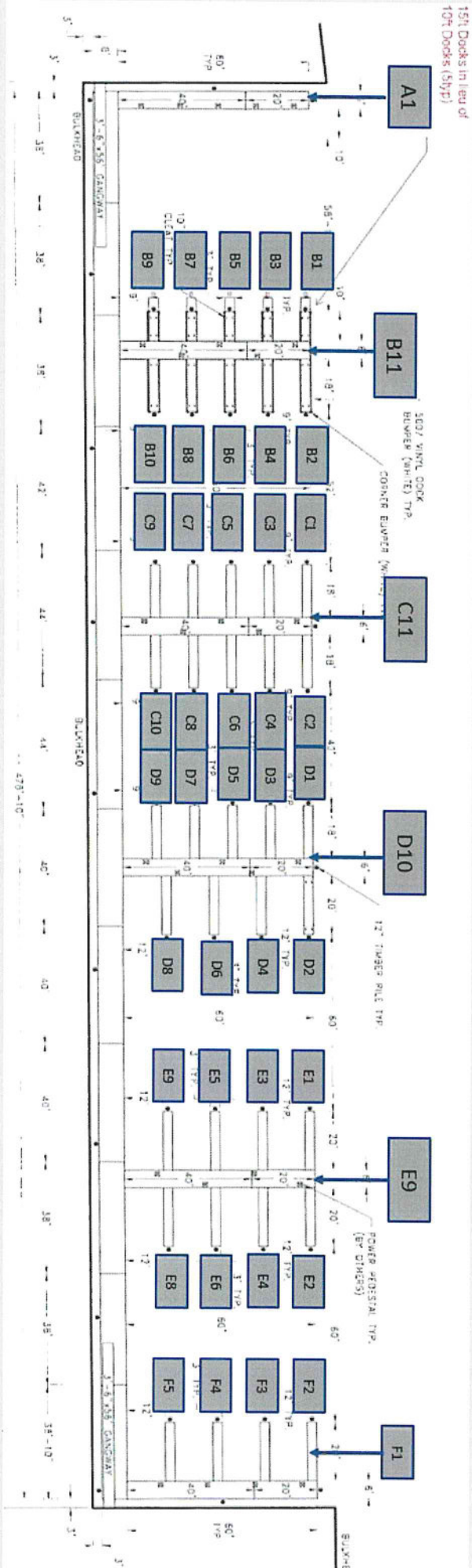
By: _____
Authorized Person

Accepted and Agreed:

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Ann Fangmann
Executive Director

GARVIES POINT TRANSIENT MARINA CONFIGURATION



Key

Slip	Recommended Boat Length	Max Boat Length	Adjusted Max Boat Length	Slip	Recommended Boat Length	Max Boat Length	Adjusted Max Boat Length	Slip	Recommended Boat Length	Max Boat Length	Adjusted Max Boat Length	Slip	Recommended Boat Length	Max Boat Length	Adjusted Max Boat Length
A1	60	70	70	B1	15	20	20	C1	18	24	24	D1	18	24	24
				B3	15	20	20	C3	18	24	24	D3	18	24	24
				B5	15	20	20	C5	18	24	24	D5	18	24	24
				B7	15	20	20	C7	18	24	24	D7	18	24	24
				B9	15	20	20	C9	18	24	24	D9	18	24	24
				B11	40	42	42	C11	42	44	44	D10	44	46	46
				B2	18	24	24	C2	18	24	24	D2	20	27	27
				B4	18	24	24	C4	18	24	24	D4	20	27	27
				B6	18	24	24	C6	18	24	24	D6	20	27	27
				B8	18	24	24	C8	18	24	24	D8	20	27	27
				B10	18	24	24	C10	18	24	24	D9	20	27	27
				B3	20	27	27	C3	20	27	27	E1	20	27	27
				B5	20	27	27	C5	20	27	27	E3	20	27	27
				B7	20	27	27	C7	20	27	27	E5	20	27	27
				B9	20	27	27	C9	20	27	27	E7	20	27	27
				B11	40	42	42	C11	42	44	44	E9	46	48	48
				B2	18	24	24	C2	18	24	24	D10	44	46	46
				B4	18	24	24	C4	18	24	24	D2	20	27	27
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