



# **INC. VILLAGE OF SALTAIRE**

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## **REQUEST FOR PROPOSALS (RFP)**

**DATE OF RFP: February 5, 2026**

### **FOR THE NON-EXCLUSIVE PROVISION OF PROPANE SERVICES TO VILLAGE RESIDENTS, POSSIBLY INCLUDING RENTAL OF VILLAGE PROPERTY FOR STORAGE OF PROPANE TANKS**

#### **NOTICE TO PROPOSERS INFORMATION FOR PROPOSERS PROPOSAL FORM**

**SALTAIRE MAYOR**  
**Hugh O'Brien**

**VILLAGE ADMINISTRATOR**  
**Mario Posillico**

**VILLAGE TREASURER**  
**Donna Lyudmer**

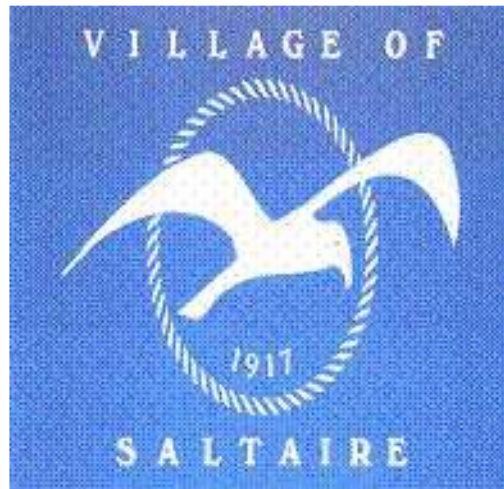
**DEPUTY VILLAGE TREASURER**  
**Lexi Cherveney**

**DEPUTY VILLAGE CLERK**  
**Georgina Payne**

**VILLAGE ATTORNEY**  
**Joseph Prokop**

This Request for Proposal ("RFP") is the exclusive property of Village of Saltaire, Inc. ("Village of Saltaire"). It may not be copied, transmitted or disclosed by any means without the express written consent of Village

of Saltaire. By accepting a copy hereof, recipient agrees to use these documents solely for responding to this RFP. This RFP shall not be deemed an offer by Village of Saltaire or any of the listed agencies.



NOTICE TO PROPOSERS  
INC. VILLAGE OF SALTIRE

Notice is hereby given that Proposals are requested by the Village Administrator of the Village of Saltaire in his office located at Village Hall at 103 Broadway, Saltaire, Fire Island, and will be received until February 19, 2026 for PROPANE SERVICE AND STORAGE.

The Request for Proposal (RFP) documents may be obtained at the Village Hall starting February 5, 2026, or by requesting it via email at [bids@saltaire.org](mailto:bids@saltaire.org). Proposals may be submitted in a sealed enveloped marked as " PROPANE SERVICE AND STORAGE.", and may be mailed to the Village of Saltaire, PO Box 5551, Bay Shore, NY 11706, or may be emailed to [bids@saltaire.org](mailto:bids@saltaire.org). Proposals must be received by 1:00 p.m. on February 19, 2026, at which time all proposals will be opened and evaluated by the Village Administrator and Board of Trustees.

The Village reserves the right to reject and declare invalid any or all Proposals and to waive any informalities or irregularities in the Proposals received, all in the best interest of the Village.

The Village of Saltaire welcomes and encourages minorities and women-owned businesses to participate in the RFP process.

Mario Posillico  
Village Clerk, Saltaire  
Date: January 29, 2026

## **INFORMATION FOR PROPOSERS**

### **1. INTRODUCTION**

The Village of Saltaire is located on the west end of Fire Island and is comprised of approximately 400 residences. The community is comprised primarily of seasonal residences. Seasonal residents gain access to the Village by waterborne transportation, primarily ferry transportation, with a much smaller percentage arriving/departing by private boat. The summer community population swells to a range of approximately 2,000 to 3,000 people.

The Village of Saltaire is requesting proposals for any interested party for a Propane Delivery and Service Business to the residents and other establishments within the Village of Saltaire as described herein, with an option to elect as part of their Delivery and Service model, an offer to rent an approximately 400 square foot area of the Village Maintenance Yard located in the 300 block of Beacon Walk for the specific purpose of storage of propane bottles and associated regulators and connectors necessary for providing the service in the Village of Saltaire only. If elected, any other equipment or materials are specifically prohibited from being stored at the lease-site.

### **2. PROPOSAL PACKAGE**

Please read the entire Request for Proposals (RFP) package before submitting your Proposal. The package includes the following:

- **NOTICE TO PROPOSERS**
- **INFORMATION FOR PROPOSERS**
- **PROPOSAL FORM**
- **DISCLOSURE FORM**
- **AERIAL MAP OF THE PROPOSED LOCATION OF THE RENTAL AREA**
- **DRAFT LEASE PARAMETERS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Law (Public Officers Law Article 6), although Any required proposer financial information presented will be held as confidential in accordance with New York State Law. The Village of Saltaire will retain copies of the proposals submitted. The Village of Saltaire is not responsible for any costs incurred by the Proposer related to the development, preparation and submission of the proposal.

This RFP is not deemed an offer by the Village of Saltaire and Proposer acknowledges and agrees that Village of Saltaire reserves the right to accept or reject, at its sole discretion, any and all proposals furnished in response to this RFP or to negotiate separately with any other Proposer(s) in any manner deemed appropriate by the Village of Saltaire's as being in its best interests, and/or to terminate negotiations at any time without incurring any liability. Accordingly, the Village of

Saltaire is in no way obligated to award a contract on the basis of the RFP unless approved by the Board of Trustees and until a definitive Agreement acceptable to each party and its counsel has been fully executed by both parties.

### 3. DEFINITIONS:

1. The terms “Village”, “Village of Saltaire”, “Owners”, “Landlord” are used interchangeable and are meant to define and identify the Village of Saltaire.
2. The terms “Proposer”, “Proposer”, “Contractor”, “Operator”, Lessee and “Bidder ”are used interchangeably and are meant to define the Organization submitting the Proposal.

### 4. PROPOSAL SUBMISSION

The Proposal may be submitted via US Mail to PO Box 5551, Bay Shore, NY 11706, marked “Proposal – PROPANE SERVICE AND STORAGE.”. It may also be emailed (which is the Preferred Method) to [bids@saltaire.org](mailto:bids@saltaire.org) or by personal delivery to the Saltaire Village office, 103 Broadway, Saltaire, during normal business hours. The Proposal must be received **by 1:00 p.m., prevailing time on February 19, 2026**, at the Village of Saltaire, 103 Broadway, Saltaire, New York. The Village of Saltaire is not responsible for late or misdirected delivery of proposals. Deliveries to PO Box must be at the PO Box by 11:00 am on February 19, 2026 with no exceptions.

Village of Saltaire reserves the right, in its sole discretion, to select, negotiate with and request additional information from those Proposers the Village in its sole discretion determines to be qualified, based on criteria developed by Village of Saltaire, for competitive negotiations or to terminate negotiations at any time without incurring any liability. The winning Proposer will be selected on the basis of the full scope of its response to the RFP, including but not limited to reputation and experience and other factors listed herein, and not solely on the basis of the highest price offered.

Those Proposers selected by the Village of Saltaire for final consideration may be asked to make a formal presentation to designated representatives of the Village of Saltaire on specific issues described in this RFP. Such formal presentation will be on a date stipulated by the Village of Saltaire.

The Village of Saltaire may request additional data, discussion or presentation in support of proposals at any time during the proposal process. Additionally, the Village of Saltaire may conduct a survey of or background check on any Proposer under consideration to confirm or clarify any information provided, or to collect additional evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by such Proposer.

### 5. PROPOSAL DURATION

All Proposals shall remain in effect for ninety (90) days from the Proposals closing date, unless such date is extended by mutual agreement with any proposer, before which time the Village shall have the option to notify in writing the winning Proposer of their selection as the selected Proposer, after which the Proposer shall enter into a contract with the Village pursuant to the terms of the Draft Agreement attached hereto.

## **6. SUBMISSION CONTENTS**

The Village intends to conduct a uniform review process. The RFP is intended to provide interested respondents with uniform information concerning the conditions for submitting proposals. This RFP is not intended to substitute for personal investigations, interpretations and judgment of the respondent. Further, each respondent is required to be familiar with and to comply with all laws, ordinances or regulations that are related to this RFP in any manner or the activities contemplated by the proposal. To assist in the full and fair comparison of Proposals, submission materials are required to be submitted and organized as follows:

### **A. Proposer Qualifications/Requirements**

#### **Organization and Structure**

Create an attachment, labeled as a separate Attachment, providing an overview of Proposer's company organization and structure, including a brief over view of its history. The complete description of Proposer's company should include:

- Ownership structure
- Nature of Business
- Description of all operation units, subsidiaries, affiliated companies.
- Listing of person(s) who will be primarily responsible for the on-site handling of storage and delivery of propane.

#### **References**

Proposer shall provide the following information:

- Two separate contact references

### **Proposed Submissions and Assurances**

#### **A. Listing of Similar Work and Experience**

Proposer shall provide the following information:

- Listing of plumbing contracting/propane service work performed in Saltaire over the last 2 years. The listing shall include:
  - Description of Work
  - Value of Work

#### **B. Form of Proposal and Exhibits**

- Include all required forms and submission required herein
- Include an Exhibit that list all rates, fees and charges for the first year of service for each type of propane tank required herein.
- Include all documentation, description, graphics or other materials that are relevant to

the proposal (no page limit) that the Proposer believes will benefit their proposal.

- Other than the forms and submission required herein, the proposer shall submit the proposal in the form and style of its choosing.

#### **C. Requirements of Proposer if Proposal Accepted**

- It is the responsibility of the Proposer to collect and pay all New York State Sales Tax, if any, that are required pursuant to State Law.
- It is responsibility of the Proposer to pay for all labor and costs of goods, including transportation from the mainland to the Village to prepare the site as required in the lease.

### **7. QUALIFICATION STANDARDS**

The Village will select the most suitable Proposal from among the qualified Proposers. While financial considerations are always a factor, the Village reserves the right to select the proposal that is in the best interest of the Village.

The Village expressly reserves the right to negotiate with the selected Proposer prior to an award pursuant to this RFP.

### **8. INSURANCE AND INDEMNIFICATION**

The awardee shall promptly, prior to execution of the Agreement and at its sole cost and expense, obtain insurance in the type and amounts as set forth below. All insurance required by the Agreement shall be maintained with insurance underwriters authorized to do business in the State of New York and satisfactory to the Village. All policies shall name the Village, its officers, employees, servants and agents as additional insureds. Proposer shall promptly furnish the Village with duplicate insurance policies and certificates of insurance from its insurance underwriters showing such insurance policies to be in compliance with the Agreement and in full force and effect during the entirety of this Agreement. The awardee's liability insurance shall be considered primary and the Village's liability insurance, if any, shall be considered excess liability for each and every claim.

- Proposer shall provide for the duration of the term of the proposer's insurance that is acceptable to the Village with the following limits:
  - Worker's Compensation and Employers Liability - statutory limits
  - Comprehensive General Liability Insurance covering Bodily Injury and Property Damage with combined single limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate which should include:
    - Premises/Operations
    - Products/Completed Operations
  - The Inc. Village of Saltaire must be named on the General Liability Policy as additional insured

- Automobile Combined Single Limit of not less than \$1,000,000 covering Bodily Injury and Property Damage including non-owned and hired car coverage
- New York State Disability

## **9. SECURITY REQUIREMENTS**

A Performance Bond is not required for the RFP Process.

## **10. EEO**

The Village of Saltaire is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, sexual orientation, age, marital status, national origin or the presence of any sensory, mental or physical disability in consideration of an Agreement award. The Proposer will be required to comply with all EEO federal, state and local laws and regulations.

## **11. RFP CHANGES**

Any changes to this RFP or specifications will be made in written addendum and all prospective Proposers who received the RFP package will be notified by mail, email or fax of these changes.

## **12. QUESTIONS AND CLARIFICATIONS**

The Village is committed to providing all prospective Proposers with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, every request for information or interpretation of the RFP must be addressed, in writing, to Donna Lyudmer, Village of Saltaire via email to [bids@saltaire.org](mailto:bids@saltaire.org) only, to be given any consideration. Any such interpretation or supplemental instructions will be in the form of a written addenda and will be emailed to all prospective Proposers. The failure of any Proposer to receive such addenda will not relieve the Proposer of any obligation under this proposal as submitted. Any addenda so issued shall become part of the RFP Documents.

## **13. RIGHT TO REJECT PROPOSALS**

The Village can reject any proposal if the evidence submitted in the qualification statement or any investigation of such proposal, fails to satisfy the Village that such Proposer is properly qualified to carry out the obligations of the Agreement and to fulfill or complete the work covered therein.

The Village in its sole and absolute discretion can reject any and all proposals, in whole or in part, waive any informality in any or all proposals and/or accept the proposal or part thereof which it deems most favorable to the Village after all proposals have been examined or checked. In the event proposals are rejected or no proposals are received, the Village may re-advertise for proposals.

The RFP is not deemed an offer by the Village of Saltaire and all Proposers acknowledge and agree that the Village of Saltaire reserves the right to accept or reject, at its sole discretion, and all proposals furnished in response to this RFP. After award, a contract will be entered into following good faith negotiation of same with the Village Attorney's Office.

Proposer must accept all of the foregoing terms and conditions set forth herein without exception. Any proposal that is subject to, states or alludes to a proposal as contingent upon review, consent or further approval from any person, group, committee, board or other authority may be rejected.

#### **14. PROPANE SERVICE AND LEASE PARAMETERS**

##### **GENERAL CONDITIONS**

1. Proposer shall make their proposal based on its ability to meet all of the conditions of the RFP, including all terms of this section.
2. The Proposer shall include in their proposal all forms and submission listed in the **Form of Proposal and Exhibits**, as well as any other required submission listed in the RFP.
3. The Proposer must have an owner, employee or other officer be a licensed plumber, and shall as part of the Proposal provide the name of the licensed plumber along with the proper certification who will be associated with the operation of the propane service. If the named licensed plumber should leave association with the Proposer anytime during the term of any agreement based on the acceptance of this Proposal, the Proposer must immediately cease all operations until such time as another licensed plumber is named and approved by the Village.
4. If the Proposer feels it is necessary to avail themselves of storage space that is being offered by the Village as part of this RFP, it shall so select in the Proposal Form, and shall include that storage space in the narrative description of the propane service operations, and shall agree to enter into a lease with the Village for rental of the Village land **ONLY** for the purposes of storage, transfer and sale/rental of propane tanks and associated regulators and connections, and for the purpose of supplying propane **ONLY** to the residents and other legal establishments located inside the borders of the Village of Saltaire, the sample lease for which is included as part of this RFP Document.
5. The Lease shall be for a (three) 3 Year Term. The Village shall have the right, upon mutual agreement with approved Supplier/Lessee for the storage, to extend the lease with the Lessee for an additional term or terms which in total will not exceed three (3) years beyond the end of the initial term of the Lease.
6. The proposed storage site will be approximately 400 square feet area located in the Village maintenance yard in one of the two locations as approximately shown on the aerial included as part of the proposal documents. The approximate frontage dimension may be increased or decreased by 10% based on the final survey mark without impact to the fee proposed.
7. The Village shall be responsible for providing a concrete flooring system at the final leased-location.
8. The Village shall assure that the Proposer shall have unfettered access from the Beacon Walk access road to a frontage point of the leased property, for both the Proposers employees as well as for a third-



party propane vendor truck to fill empty pound bottles if that is part of the business model of the Proposer.

9. The Awarded Proposer must install a secure fence and lockable gate around the Site, the design and material for which must meet the NYS fire code for protected access and the Village's approval prior to an execution of a Lease Agreement.
10. The Proposer may store one utility-type cart used for the propane delivery and service at the Village Maintenance Yard at a location designated at the sole discretion of the Village Maintenance Yard Manager.
11. The Proposer agrees to a flat annual rental fee of \$2,500 for each year of the term of this lease.
12. The Proposer agrees that he will **ONLY** use the leased-location for the storage and transfer of propane tanks and associated regulators and connectors that will be delivered **ONLY** to and used by residents and other legal establishments of the Village of Saltaire, **and that NO tank and associated regulators and connectors stored at this leased site shall be used for delivery to or from any other community on Fire Island.**
13. The Proposer agrees that no storage and delivery activity at the storage location can be conducted between the hours of 8:00PM and 6:00AM, except in the event of an emergency or special consideration, in which case the Vendor or his employee must contact Saltaire Public Safety to make such request.
14. The Proposer agrees that they are **REQUIRED** to offer for sale/rental to, and timely meet the market demand of Saltaire residents and other legal establishments within the borders of the Village for both 100 pounds and 20 pound propane tanks and associated regulators and connections.
15. The Proposer agrees that if it must have propane bottles delivered to or removed by Fire Island Ferries via the Ferry Terminal in Saltaire, that it shall not allow any propane bottles to be on the dock for more than 1 hour before the freight boat arrives at the Saltaire Dock, or for more than 1 hour after the freight boat leaves the Saltaire Dock.
16. The parties shall each have the right to terminate the Lease according to the terms of the Lease Agreement. In addition, if the Board of Trustees determines in its **SOLE DISCRETION** that the Proposer is not satisfactorily meeting the Lease Terms and RFP requirement of serving the propane market demands and needs of the residents and other legal establishments of the Village of Saltaire in a safe, reliable manner and at rates and fees that are financially competitive with other Fire Island communities, as well as being in compliance with all relevant building and fuel gas codes, then the Village shall have the **EXCLUSIVE** right each year of the duration of the lease or any renewal term to terminate the remainder of the lease by written notice to the Proposer anytime between December 1 through February 27<sup>th</sup> or 28<sup>th</sup> (depending on which is the last day of February that year).
17. The Lessee cannot assign the Agreement nor subcontract any of the work without prior written consent of the Village.
18. The Village shall judge all proposals on a combination of factors, each of which shall be weighted in importance at the sole discretion of the Village. The factor-weighting will be applied uniformly for all proposals. The factors that will be considered when evaluating proposals include, not listed in order of importance:

- Proposed rates and fees for services provided
- Financial ability to carry out the provision of the sales, service and lease.
- Proposer reputation and references of owners.
- Reputation and experience to the onsite employee in charge of storage and delivery.
- Ability to service the propane needs of the residents and other establishments of the Village of Saltaire by the Proposer in a safe and reliable manner in compliance with all relevant building and fuel gas code.
- Any other items or conditions offered or conditioned by the Proposer.

19. The Proposer is required to comply with all applicable federal, state and local labor laws.
20. The Proposer is responsible to procure all licenses and/or permits that may be necessary for the operation on behalf of itself and the Village.
21. Any additional service that must be performed outside of the scope of the lease must first be approved in writing by the Village.
22. The Village of Saltaire shall have the right to reject any and all proposals.

### **FORM OF PROPOSAL**

Proposer may submit the proposal in the form of his choosing, but must include the following elements in order for the proposal to be considered by the Village of Saltaire

1. Proposer must fill out and sign the Form of Proposal attached hereto.
2. Proposer must submit the Disclosure Form attached hereto.
3. Proposer must include an Exhibit that list all rates, fees and charges for each type of propane tank required herein for the first year of service
4. Proposer must include a listing of person(s) who will be primarily responsible for the on-site handling of storage and delivery of propane, and who will interact with Village personnel regarding daily operations.
5. Proposer must submit a specific list of the type, size and number of propane tanks and associated regulators and connections that it plans to store on average at the proposed leased site.
6. Proposer shall as part of its proposal provide a rough design and material specification sheet for the fence that will be installed around the lease site.
7. Proposer may include any other information he/she deems relevant, or any other offer in addition to the lease payment that they feel may be to the benefit to the Village.

# PROPOSAL FORM

TO PROVIDE PROPANE SERVICE TO  
SALTAIRE RESIDENTS AND ESTABLISHMENTS  
VILLAGE OF SALTAIRE  
SUFFOLK COUNTY, NEW YORK

Village of Saltaire  
Board of Trustees:

The undersigned Proposer has carefully examined the Complete (RFP) Documents and has had the opportunity to examine the site, and understands the conditions of the lease pursuant to the draft lease documents included as part of the RFP documents, offers the following information:

**PROPOSER NAME:** \_\_\_\_\_

Proposer chooses to utilize the lease site as described and conditioned in the RFP documents.

YES ☐

NO ☐

Number of 100 Pound Propane Tanks on average to be stored at lease site

\_\_\_\_\_

Number of 20 Pound Propane Tanks on average to be stored at lease site

\_\_\_\_\_

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No.

Dated

\_\_\_\_\_

\_\_\_\_\_

Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME AND TITLE

P.O. Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Dated: \_\_\_\_\_

Email: \_\_\_\_\_

The full names and addresses of all persons interested in the proposal or principals are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

The Village Board reserves the right to award this Contract to the highest qualified proposer and to reject and declare invalid any or all proposals deemed not in the best interest of the Village. In awarding this Contract, the Village is not bound by any quantities stated. It is emphasized that the quantities, if any, are approximations only.

On acceptance of this proposal, the undersigned binds himself or themselves to enter into written contract with the Village.

## **DISCLOSURE STATEMENT**

In connection with the submission of this Proposal for \_\_\_\_\_  
(Name of Contractor)

I, \_\_\_\_\_, the  
(An Officer or Agent of the corporate applicant)

applicant herein, namely its \_\_\_\_\_  
swears or affirms under penalties of perjury that:

1. The following persons have a direct or indirect interest in this Proposal:

NAME	ADDRESS	DATE OF BIRTH (mm/dd/yyyy)
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(In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary.)

2. The following persons listed in (1) above are related by blood or marriage to an officer or employee of the Owner.

NAME	RELATIONSHIP	NAME/ POSITION OF EMPLOYEE/OFFICER
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3. The following persons listed in (1) above are state or local officers or employees, or members of a board of commissioners or local public authorities, or other public corporation with Suffolk (exclusive of a volunteer fire fighter or civil defense volunteer):

NAME	EMPLOYEE	POSITION
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False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

By: \_\_\_\_\_  
Legal Name of Person/Firm/Corporation

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

NOTE: It is not forbidden that individuals working for the Village of Saltaire or other municipality bid on contracts or submit proposals but only that such interest be revealed when they do proposal or propose.



# Propane Rental Location

Write a description for your map.

Legend

 Line Measure



Google Earth

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

  
N

100 ft

# LAND/GROUND LEASE AGREEMENT

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This Land/Ground Lease Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, (the "Effective Date") by and among/between:

**Landlord:** Village of Saltaire, ("Landlord") and

**Tenant(s):** \_\_\_\_\_. (collectively, "Tenant").

Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the real estate (the "Site") as indicated in Exhibit A attached hereto.

**2. Purpose.** The Site may be used and occupied only for the following purpose (the "Permitted Use"): For the purposes of storage, transfer and sale/rental of propane tanks and associated regulators and connections for the exclusive purpose of supplying propane to the residents and other legal establishments located inside the borders of the Village of Saltaire. Nothing herein shall give Tenant the right to use the Site for any other purpose or for storage of any other item other than for purpose described herein, except for the right to store one utility-type cart used for the propane delivery and service at the Village Maintenance Yard at a location designated at the sole discretion of the Village. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

**3. Term.** This Agreement will be for a term beginning on \_\_\_\_\_, 2026 and ending on \_\_\_\_\_, 2031 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension for any such extended term or series of extended terms or options as the parties may agree to.

**4. Rent.** Tenant will pay Landlord rent in advance Two Thousand Five Hundred dollars (\$2,500.00) on the execution of this lease agreement for the first year rental period.

**5. Additional Rent.** There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

**6. Security Deposit.**

Upon signing this Agreement, Tenant will pay to the Landlord a security deposit in the amount equal to double the annual rent in Item #4 above. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

The security deposit will NOT bear interest for the benefit of the Tenant.

**7. Taxes.** Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

**8. Utilities.** There are no utilities provided with the site.

**9. Delivery of Possession.** Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

**10. Conditions Precedent.** Landlord represents and warrants that it owns good and indefeasible title in and to the Site and has full authority to make this Lease.

**11. Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 200% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

**12. Condition of the Site.** Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, Landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

**13. Use of the Site.** Tenant agrees to use the Site only for the Permitted Use and will not commit waste, debris or any spillage of any material upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

Permitted Use and Conditions:

- The Lessee agrees to use the site pursuant to all the terms and condition of the Request For Proposal (RFP), to which the Lessee responded to make an offer for this lease, dated February 5, 2026, which is appended to and shall be considered part of this lease.
- The Lessee must have an owner, employee or other officer be a licensed plumber, and shall as be associated with the operation of the propane service. If the named licensed plumber should leave association with the Lessee anytime during the term of the lease or extensions, the Lessee must immediately cease all operations until such time as another licensed plumber is named and approved by the Village.
- The site of this lease shall ONLY be used for the purposes of storage, transfer and sale/rental of propane tanks and associated regulators and connections, and for the purpose of supplying propane ONLY to the residents and other legal establishments located inside the borders of the Village of Saltaire. NO tank stored at this leased site shall be used for delivery to or from any other community on Fire Island.
- The Lessee agrees that they are REQUIRED to offer for sale/rental to, and timely meet the market demand of Saltaire residents and other legal establishments within the borders of the Village for both 100 pounds and 20 pound propane tanks and associated regulators and connections.



- The Lessee agrees that no storage and delivery activity at the storage location can be conducted between the hours of 8:00PM and 6:00AM, except in the event of an emergency or special circumstance, in which case the Vendor or his employee must contact Saltaire Public Safety to make such request.

**14. Improvements and Alterations.** Tenant may not make improvements, alterations, additions, or other changes to the Site without the approval of the Landlord. Tenant agrees that any construction, if approved, will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement.

Signs Tenant shall NOT have the right to erect any sign related to its business.

Fence/Gate: Tenant MUST install a fence and lockable gate as a condition the tenancy, the design and material specification for which must be submitted and approved by the Village BEFORE the execution of this lease.

**15. Leasehold Mortgage.** Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term.

Subordinated Lease

In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

**16. No Mechanics Lien.** Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

**17. Permits and Approvals.** Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

**18. Compliance with Laws.** Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

**19. Hazardous Substances.** Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character, other than Liquefied Petroleum Gas (Propane) in containers no larger than 100 pound capacity, that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

**20. Insurance.** At all times during the Term, Tenant will maintain insurance for the Site covering:

**I. Property Insurance.** Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

(Check all that apply)

**II. General Liability.** Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

**III. Workers' Compensation.** Workers' compensation and employee disability insurance in an amount not less than an amount as required by law.

**IV. Automobile Insurance.** Automobile liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate

All insurance policies other than worker's compensation, shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

**21. Waiver of Subrogation.** Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

**22. Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

**23. Access to Site.** Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospecting lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

**24. Default.** The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
- D. If the Board of Trustees determines in its sole discretion that the Lessee is not satisfactorily meeting the RFP and Lease requirement of serving the propane market demands and needs of the residents and other legal establishments of the Village of Saltaire in a safe, reliable and financially competitive manner, as well as being in compliance with all relevant building and fuel gas codes, then the Village shall have the exclusive right each year of the duration of the lease to terminate the remainder of the lease by written notice to the Lessee anytime between December 1 through February 27<sup>th</sup> or 28<sup>th</sup> (depending on which is the last day of February that year).

**25. Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of fifteen (15) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity. Notwithstanding any of the foregoing, the Landlord may terminate this lease at its full unilateral discretion for any reason upon at least sixty (60) days written notice to the Tenant.

**26. Termination by Tenant.** In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of fifteen (15) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to

Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

**27. Surrender of the Site.** Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within fifteen (15) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after fifteen (15) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

**28. Registration of the Lease.** Not Used.

**29. Subordination.** This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

**30. No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

**31. Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

**32. Limitation of Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**33. Assignment and Subletting.** Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.

**34. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

**35. Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

**36. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

**37. Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

**38. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

**39. Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

**40. Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

**41. Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules.

**42. Disputes.** Any dispute arising from this Agreement shall be resolved through Court litigation. Disputes shall be resolved in the courts of the State of New York. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

**43. Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

**44. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

**45. Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

**46. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

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**Landlord Signature**

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**Landlord Full Name**

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**Tenant Signature**

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**Tenant Full Name**

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**Tenant** Signature

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**Tenant** Full Name