VILLAGE OF ILION — REQUEST FOR PROPOSALS — DOCKSIDE CAFÉ CONCESSION / RESTAURANT OPERATOR, ILION MARINA

I. Introduction/Purpose.

The Village of Ilion (the "Village"), a municipal corporation with offices at 49 Morgan Street, Ilion, NY 13357, is soliciting proposals from qualified operators (each, a "Proposer") to operate the concession/restaurant known as the Dockside Café at the Ilion Marina, located at 190 Central Avenue, Ilion, NY 13357. The Village is seeking a new third-party operator to replace the prior concessionaire, Voss Dairymade Ice Cream, Inc. (Greg Voss). The Proposer selected by the Village (the "Successful Proposer") will operate the Dockside Café as the Village's concessionaire on the terms summarized in this Request for Proposals ("RFP").

II. Background.

The Dockside Café is a seasonal restaurant concession located at the Village-owned Ilion Marina, serving boaters, marina users and members of the public. The concession operates seasonally, generally from May 1 through September 30 of each year. The concessionaire is responsible for staffing, operating and maintaining the restaurant at its own expense and pays the Village an annual seasonal rent.

III. Proposal Contents/Requirements.

Each proposal must include, at a minimum, the following:

(a) The Proposer's legal name, entity type (e.g., corporation, limited liability company, sole proprietorship) and contact information, including mailing address, telephone number and email address;

(b) A description of the Proposer's restaurant and food service experience, together with at least three (3) references;

(c) A proposed menu and description of the restaurant concept;

(d) A staffing and operating plan, including written confirmation that the Proposer will keep the restaurant open for not less than the minimum operating hours required by the Village (11:00 a.m. to 8:00 p.m., seven (7) days a week, during each Season);

(e) The Proposer's proposed annual seasonal rent;

(f) Evidence of the Proposer's financial capability to operate the concession;

(g) The Proposer's plans, if any, to obtain and use a liquor license at the Premises; and

(h) Evidence of the Proposer's ability to obtain the insurance coverage required by the Village under Paragraph 16 of Section VII below, consisting of a letter from the Proposer's

insurance broker or agent confirming that the Proposer can obtain that coverage, together with a statement of whether the Proposer intends to provide docking, watercraft or fuel services.

IV. Submission Instructions.

Proposals must be submitted in a sealed envelope clearly marked "Dockside Café Concession Proposal" and delivered to the Village of Ilion, 49 Morgan Street, Ilion, NY 13357, Attention: MariJo Rice, Village Treasurer, no later than 4:00 pm on December 3, 2026 (the "Submission Deadline"). Each Proposer shall submit one copy of its proposal. Proposals received after the Submission Deadline will not be considered. Questions regarding this RFP must be directed in writing to MariJo Rice at mrice@ilionny.gov no later than December 1, 2026.

V. Evaluation Criteria.

The Village will evaluate proposals on the basis of the following criteria: (a) the Proposer's restaurant and food service experience; (b) the quality of the proposed menu and concept; (c) the Proposer's staffing and operating plan; (d) the annual seasonal rent offered; (e) the Proposer's financial capacity; and (f) the Proposer's references.

VI. Village's Reservation of Rights.

The Village reserves the right, in its sole discretion, to reject any or all proposals, to waive any informalities or irregularities in any proposal, and to negotiate with any one or more Proposers. Issuance of this RFP does not obligate the Village to award a concession or to enter into any agreement. Each Proposer shall bear all of its own costs of preparing and submitting its proposal and of any subsequent negotiations.

VII. Description of the Concession Opportunity and Key Terms.

The Successful Proposer will be required to execute the Village's Dockside Café Concession Agreement containing terms substantially as summarized below.

1. Premises.

A. The Village of Ilion (the "Village") is seeking proposals from qualified operators to take over and run the concession and restaurant commonly known as the Dockside Café at the Ilion Marina, located at 190 Central Avenue, Ilion, NY 13357 (the "Premises").

B. The Premises are offered in their present "as is" condition, without representation or warranty by the Village as to condition or fitness for any purpose. Proposers are encouraged to inspect the Premises before submitting a proposal; inspections may be arranged through the Village offices at 49 Morgan Street, Ilion, NY 13357.

C. The Village reserves the right to place, maintain, repair and replace utility lines, pipes and similar facilities in, under, over and through the Premises, and to use the roof and exterior

walls for that purpose; such work will not entitle the Operator to any abatement of rent or to any claim for damages or business losses.

2. Term.

A. The successful proposer (the "Operator") will be awarded a concession for a term of one (1) Season, commencing with the Season following the Village's award of the concession (the "Commencement Date").

B. The season (the "Season") will run from April 15, 2027 – October 15, 2027.

C. The concession agreement will expire on October 15th unless sooner terminated in accordance with its terms.

D. The Village and the Operator may negotiate terms, to be placed in writing signed by both parties, for use of the Premises during non-season months and/or after the expiration of the term.

3. Base Rental. Each proposal must state the proposer's proposed base rent per Season. The base rent is four thousand two hundred dollars ($4,200.00) per Season. Base rent will be payable in full in one lump sum, by certified check, by April 15, 2027, at the Village's municipal offices, presently located at 49 Morgan Street, Ilion, NY 13357, or at such other place as the Village may designate in writing. All rent and other charges not paid within ten (10) days of the due date will bear interest at the rate of one and one-half percent (1.5%) until paid.

4. Security Deposit. The successful proposer must deliver to the Village, by the date set by the Village in its notice of award, both an executed concession agreement and a security deposit of seven hundred dollars ($700.00) (the "Security Deposit") as security for the Operator's performance.

The Village may apply the Security Deposit to cure any default by the Operator, including unpaid rent or failure to surrender the Premises, and to cover its enforcement costs; the Operator must replenish any amount so applied within five (5) business days after demand. Any remaining balance will be returned within sixty (60) days after expiration or earlier termination of the agreement.

SUMMARY OF OPERATOR OBLIGATIONS AND CONCESSION AGREEMENT TERMS

The following summarizes the principal terms the selected Operator will be required to accept in the Village's form of Concession Agreement. This summary is provided for the information of proposers only, is not a lease or a binding agreement, and will be superseded in its entirety by the Concession Agreement executed by the Village and the selected Operator.

5. Services. The Village will not furnish any services to the Premises; the Operator will be responsible for all services required for its operation.

6. Use. Under the Concession Agreement, the Premises may be used only for the operation of a restaurant serving a variety of foods for retail sale. The Operator must keep the restaurant open a minimum of 11:00 a.m. to 8:00 p.m., seven (7) days a week (Monday through Sunday), except for closures due to inclement weather authorized by the Village in its sole discretion. The Operator may not use the Premises for any unlawful purpose or in a manner constituting a nuisance.

7. Compliance with Laws.

A. Under the Concession Agreement, the Operator must, at its own expense, comply with all applicable federal, state and local statutes, laws, ordinances, regulations and orders, including the Americans with Disabilities Act ("ADA"), all environmental laws, and all laws governing its liquor license, if any, as well as the requirements of the Village's fire and liability insurers, and may not bring anything onto the Premises or do anything that would cause cancellation of, or a premium increase in, any insurance policy on the Premises.

8. Utilities.

A. The Operator must pay directly to the providers all charges for heat, electricity, water, gas and other utilities used at the Premises, together with related taxes and charges; the Village will not be liable for any interruption of utility service.

9. Repairs.

A. Operator's Repairs and Surrender. The Operator will be responsible for interior repairs and maintenance of the Premises and its fixtures, facilities and equipment (including interior wiring, plumbing, sewage, heating and cooling installations, exterior doors and window frames, and broken glass), must keep the Premises clean, safe and sanitary, and must surrender the Premises at the end of the term in as good condition as when taken, ordinary wear and tear and casualty excepted.

B. ANSUL Fire Suppression System. The Premises are equipped with an ANSUL fire suppression system, which the Operator must have professionally cleaned, at its sole expense, at the expiration or earlier termination of the term.

C. Village's Repairs. The Village will maintain and make necessary repairs to the exterior of the Premises after written notice from the Operator, except that repairs necessitated by the fault or negligence of the Operator or its agents or employees will be at the Operator's expense subject to the rights of the Village and its insurer under Paragraph 16; casualty damage will be addressed as provided in Paragraph 18.

10. Alterations.

The Operator may make no alterations, additions or improvements to the Premises without the Village's prior written consent. Any approved work will be at the Operator's expense, must comply with all applicable laws (including the ADA), and will become the Village's property; the Operator may remove its trade fixtures and personal property at the end of the term, repairing any resulting

damage.

11. Eminent Domain.

A. If all or a substantial part of the Premises is taken by eminent domain, either party may terminate the Concession Agreement; otherwise rent will be equitably reduced and the Village will restore the Premises. The Village will be entitled to the entire condemnation award, subject to the Operator's right to make a separate claim against the taking authority for its relocation costs.

12. Default and Village Remedies

A. If the Operator fails to pay rent within five (5) calendar days after written notice, fails to cure any other default within ten (10) calendar days after written notice (or to commence a cure in good faith if it cannot reasonably be cured in that period), abandons the Premises, suffers an attachment or execution that continues for thirty (30) days, or is cited more than once in any twelve (12) month period for liquor-law violations, the Village may terminate the Concession Agreement or the Operator's right to possession, re-enter and remove property, relet the Premises, and recover damages, including the present value of the rent for the remainder of the term and its reasonable legal expenses. The Village will also hold a security interest in the Operator's personal property at the Premises, and property left more than fifteen (15) days after repossession or abandonment will be deemed abandoned.

13. Insolvency of the Operator.

The Operator's insolvency, the appointment of a receiver, a general assignment for the benefit of creditors, or the filing of a bankruptcy petition by or against the Operator will terminate the Concession Agreement and entitle the Village to regain possession of the Premises.

14. Village's Right to Perform Operator's Obligations.

If the Operator fails to perform any non-monetary obligation, the Village may, after ten (10) calendar days' written notice (or without notice in an emergency), perform it at the Operator's expense; amounts so incurred will be repayable with interest at twelve percent (12%) per annum, will be treated as additional rent, and will be subject to the remedies in Paragraph 12.

15. Village's Access to Premises.

The Village may enter the Premises during the Operator's normal business hours at reasonable times upon prior notice, or at any time in an emergency, to inspect, repair and protect the Premises, and during the last two (2) months of the term to show the Premises to prospective operators.

16. Insurance.

A. Village Property Insurance. The Village will insure the Premises against fire and other physical loss. This does not waive the right of the Village or its insurer to recover from the Operator for damage to the Premises caused by the Operator or its agents, employees, contractors or invitees.

B. Required Coverage. For as long as it occupies the Premises, the Operator must maintain, at its own expense, the following insurance with limits of not less than:

(1) General Liability: $1,000,000 each occurrence and $2,000,000 aggregate, including not less than $500,000 for damage to rented premises (including fire);

(2) Liquor Liability (if alcoholic beverages will be sold, served or furnished at the Premises): $1,000,000 each common cause and $2,000,000 aggregate, with no exclusion for assault and battery;

(3) Umbrella or Excess Liability: $3,000,000, applying over the coverage in (1), (2) and (4) and the employer's liability coverage in (5);

(4) Automobile Liability: $1,000,000 combined single limit, covering hired and non-owned automobiles and any automobiles the Operator owns;

(5) Workers' Compensation, Disability and Paid Family Leave: statutory coverage under the New York Workers' Compensation Law, with employer's liability of $1,000,000;

(6) Operator's Property and Business Income: the Operator's personal property and improvements at full replacement cost, and business income for twelve (12) months; and

(7) Marine and Pollution Liability (only if the Operator will provide docking, watercraft or fuel services): $1,000,000 each.

C. Additional Insured; Primary Coverage; Waiver of Subrogation. The Village and its officers, employees and agents must be additional insureds under the coverage in B(1), (2), (3), (4) and (7) for liability arising out of the Operator's operations or use of the Premises. That coverage must be primary and non-contributory to any insurance of the Village, and the Operator's policies must waive subrogation against the Village.

D. Insurers. Insurers must be licensed or authorized in New York, or eligible surplus lines insurers placed in compliance with New York Insurance Law Section 2118, and rated A- or better by A.M. Best.

E. Evidence of Insurance. Before the Concession Agreement is signed, and at each renewal, the Operator must deliver a certificate of insurance together with copies of the additional insured, primary and non-contributory, and waiver of subrogation endorsements; a certificate alone is not sufficient. Proof of workers' compensation and disability and Paid Family Leave coverage must be on New York State Workers' Compensation Board forms (such as Form C-105.2 or U-26.3, and Form DB-120.1, or Form CE-200 if exempt); ACORD forms will not be accepted. The Village will not sign the Concession Agreement until it receives this proof.

F. Operator's Waiver. The Operator waives all claims against the Village for loss of or damage to the Operator's property and business income to the extent covered, or required by B(6) to

be covered, by the Operator's insurance.

G. Default. Failure to maintain any required insurance is a default under the Concession Agreement. These insurance requirements do not limit the Operator's obligations under Paragraph 17.

17. Indemnity.

The Operator accepts the Premises without any representation or warranty as to condition or fitness and must indemnify and hold harmless the Village from all liens, claims, losses, damages, fines and expenses (including attorneys' fees) arising from the acts or neglect of the Operator or its agents or employees, any breach of the Concession Agreement, or any accident, injury or damage resulting from the Operator's use of the Premises, including any discharge of petroleum, fuel or other hazardous substance at, on or from the Premises or adjacent waters caused by the Operator or its agents, employees, contractors or invitees, and all related investigation, cleanup and removal costs, fines and penalties, and liability under Article 12 of the New York Navigation Law. This indemnity applies to the fullest extent permitted by law and survives the expiration or termination of the Concession Agreement.

18. Destruction of Premises.

A. If the Premises are damaged or destroyed and can reasonably be repaired within thirty (30) calendar days, the Operator's rent obligation continues and the Village will repair the damage at its expense with reasonable speed; if repairs cannot reasonably be completed within thirty (30) calendar days, either party may terminate the Concession Agreement by written notice within thirty (30) calendar days after the casualty. Damage caused by the Operator's intentional or negligent act or omission must be repaired by the Operator at its own expense.

19. Loss or Damage to Operator's Property.

All trade fixtures, equipment, inventory and other personal property of the Operator and its agents and guests at the Premises are at the Operator's sole risk, and the Village will not be liable for any theft of, loss of, or damage to such property from any cause.

20. Assignment and Subletting.

The Operator may not assign, mortgage, pledge or encumber the Concession Agreement, or sublet all or any part of the Premises, without the Village's prior written consent.

21. Mortgage Subordination.

The Concession Agreement will be subordinate to any mortgage the Village may place on the Premises, and the Operator must sign any subordination and attornment documents reasonably requested, provided its occupancy will not be disturbed while it is not in default.

22. Covenant Against Waste. The Operator may not commit waste on the Premises.

23. Quiet Enjoyment. So long as the Operator performs its obligations, the Operator will have quiet enjoyment of the Premises during the term.

24. Holdover. If the Operator holds over after the term ends, the Village may, in its sole discretion, treat the holdover as a month-to-month tenancy at one and one-half (1.5) times the rent in effect at expiration.

25. Effect of Demand. A demand for overdue rent or performance has the same effect as if made when the payment or obligation was due.

26. Effect of Waiver. No waiver of any breach waives any later breach, and the Village's acceptance of rent during a default does not waive that default or the Village's rights under Paragraph 12.

27. Notices. All notices must be in writing and sent by United States registered or certified mail, postage prepaid, to the Operator at the address set forth in its proposal (or, once the Operator occupies the Premises, at the Premises), and to the Village at 49 Morgan Street, Ilion, NY 13357, or to such other address as either party designates by written notice.

28. Terminology; Captions. Gender and number are interchangeable where the context requires, references to a "Paragraph" include its subparagraphs, and captions are for convenience only.

29. Successors and Assigns. The Concession Agreement will bind and benefit the Village, the Operator and their respective successors, and any assignees of the Operator permitted under Paragraph 20.

30. Severability. If any provision is held invalid, the remaining provisions will remain in effect.

31. Broker. The Operator will warrant that no broker induced it to submit a proposal or enter into the Concession Agreement, and the Village will warrant that no brokerage fee is due by reason of the transaction.

GENERAL CONDITIONS OF THIS RFP

32. Venue and Governing Law. Any dispute arising out of or relating to this Request for Proposals, the proposal and selection process, or any resulting concession agreement shall be venued exclusively in the courts located within Herkimer County, New York, and shall be governed by and construed in accordance with the laws of the State of New York.

33. No Offer or Contract; General Conditions. This Request for Proposals ("RFP") is a solicitation only and does not constitute an offer, a contract, or a commitment by the Village of Ilion (the "Village") to award a concession or to enter into any agreement with any proposer.

No agreement of any kind shall exist between the Village and any proposer unless and until a written concession agreement has been approved by the Village Board and fully executed by the

Village and the selected proposer.

Proposals and all materials submitted in response to this RFP become the property of the Village and may be subject to public disclosure under the New York Freedom of Information Law, Public Officers Law Article 6 ("FOIL"). A proposer that believes any portion of its proposal is exempt from disclosure as trade secret or confidential commercial information must clearly mark that portion and state the basis for the claimed exemption; the Village does not guarantee that any such material will be withheld.

The Village reserves the right to request additional information, clarification, or documentation from any proposer, and to require any proposer to participate in an interview or presentation before the Village Board or its designees.

Any exhibits referenced in this RFP, including the form concession agreement and the description of the Premises, are available upon request from the Village at 49 Morgan Street, Ilion, NY 13357.

PROPOSER CERTIFICATION

The undersigned, being duly authorized to submit this proposal on behalf of the Proposer named below, certifies that the Proposer has read and understands this Request for Proposals in its entirety, including all general conditions and referenced exhibits, and agrees to be bound by its terms and conditions, and that the information contained in this proposal is true, accurate, and complete.

Proposer Name: _____

Business Entity: _____

Address: _____

Telephone/Email: _____

Proposed Base Rent per Season: $ _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____