



*Estado Libre Asociado de Puerto Rico*  
*Gobierno Municipal de Rincón*  
*Oficina Legislatura Municipal*  
*Apartado 98*  
*Rincón, Puerto Rico 00677*



Tel.787-823-2180/823-2575

**PROYECTO DE ORDENANZA NÚM. 5**

**SERIE 2024-2025**

**ORDENANZA NÚM. 5**

**SERIE 2024-2025**

**PARA AUTORIZAR AL ALCALDE HON. CARLOS D. LÓPEZ BONILLA, Y/O A SU REPRESENTANTE AUTORIZADO, OTORGAR ACUERDO CON LA GUARDIA COSTERA DE LOS ESTADOS UNIDOS DE NORTEAMÉRICA, (UNITED STATES OF AMERICA COAST GUARD), PARA LA RENOVACIÓN DE LICENCIA OPERACIONAL DE LAS FACILIDADES FEDERALES CONOCIDAS COMO "PUNTA HIGUERA LIGHTHOUSE" Y PARA OTROS FINES.**

**POR CUANTO:** A tenor con las disposiciones contenidas en la Ley Número 107 de 14 de agosto de 2020, según enmendada, conocida con "Código Municipal", en su Artículo Artículo 1.039, sobre : "Facultades y Deberes Generales de la Legislatura Municipal", se establece que "La Legislatura Municipal ejercerá el poder legislativo en el municipio y tendrá las facultades y deberes sobre los asuntos locales que se le confieren en este Código, así como aquéllas incidentales y necesarias a las mismas, entre ellas: (m) [A]probar aquellas ordenanzas, resoluciones y reglamentos sobre asuntos y materias de la competencia o jurisdicción municipal que de acuerdo a este Código o cualquier otra ley, deban someterse a su consideración y aprobación."

**POR CUANTO:** A su vez el referido Código, en su Artículo 1.008, "Poderes de los Municipios", establece en su inciso (r) que los Municipios podrán "[E]ntrar en convenios, acuerdos y contratos con el Gobierno Federal, las agencias, departamentos, corporaciones públicas, instrumentalidades del Gobierno de Puerto Rico y los municipios, así como para el desarrollo de obras e instalaciones públicas municipales y para la prestación de cualesquiera servicios públicos, de acuerdo a las leyes federales o estatales aplicables y para promover la viabilidad de la obra o del proyecto a llevarse a cabo y toda delegación de competencias. Las dependencias e instrumentalidades públicas que acuerden delegar competencias a los municipios vendrán obligadas a transferirle los recursos fiscales y humanos necesarios para asumir tales competencias, a menos que el municipio certifique contar con sus propios recursos. La formalización de los convenios, acuerdos y contratos no requerirá la aprobación previa de la Legislatura Municipal, salvo que dicha aprobación sea un requisito indispensable de la ley o programa federal o estatal."

**POR CUANTO:** La Guardia Costera de los Estados Unidos de Norteamérica, (USCG por sus siglas en inglés), a través de su Oficina de Propiedad es custodio y administrador de las estructuras utilizadas como faros que sirven de guías en el tráfico marítimo que discurre en las costas de los estados y sus territorios.

**POR CUANTO:** A partir del mes de marzo del 2015 la Administración Municipal de Rincón y el USCG mantienen acuerdo colaborativo sobre administración, uso y mantenimiento de las facilidades del "Punta Higuera Lighthouse" localizado en el Barrio Puntas, mediante la Licencia Número HSCG82-15-6-0035 con vigencia de diez (10) años.

**POR CUANTO:** El término de vigencia de la referida Licencia lo es el 28 de febrero de 2025 y, a tenor con los preceptos contenidos en la octava (8) cláusula de la misma, ambas agencias han acordado extender su término diez (10) años adicionales hasta el mes de febrero de 2035.

**POR TANTO:** **ORDÉNESE POR ESTA LEGISLATURA MUNICIPAL DE**  
*"La Justicia y la Igualdad son la base para lograr nuestras metas."*

**RINCÓN, PUERTO RICO, COMO POR LA PRESENTE SE ORDENA, LO SIGUIENTE:**

**SECCIÓN 1ERA:** Se autoriza al Alcalde Honorable Carlos D. López Bonilla, o su representante autorizado a comparecer al otorgamiento del documento entre la Administración Municipal de Rincón y el United States of America Coast Guard, para extensión del término de la Licencia sobre administración, uso y mantenimiento del complejo que incluye el "Punta Higuera Lighthouse", localizado en el Barrio Puntas carretera PR 4413 de esta municipalidad, por el término de diez (10) años hasta el mes de febrero de 2035 y cualquier otro documento público y privado pertinente e inherente a tal asunto.

**SECCIÓN 2DA:** Esta Ordenanza advendrá vigente inmediatamente a partir de su aprobación por esta Legislatura Municipal y por el Alcalde.

**SECCIÓN 3RA:** Copia certificada de la presente Ordenanza será remitida a las Oficinas de Recursos Externos, Finanzas, del Alcalde del Municipio de Rincón y a cualquier dependencia, agencia, y/o instrumentalidad que correspondiere para la acción de rigor.

APROBADA POR LA LEGISLATURA MUNICIPAL DE RINCÓN, PUERTO RICO, HOY 27 DE FEBRERO 2025.

  
**CARLOS R. LÓPEZ SOTO**  
Presidente  
Legislatura Municipal

  
**MARÍA E. RÍOS SÁNCHEZ**  
Secretaria  
Legislatura Municipal

APROBADA POR EL ALCALDE DEL MUNICIPIO DE RINCÓN, PUERTO RICO, HOY 27 DE febrero DE 2025.

  
**CARLOS D. LÓPEZ BONILLA**  
ALCALDE





**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL  
PROPERTY**

License No

HSCG82-15-8-0035

1 **Licensors** The United States of America (Licensor), by the Commandant of the Coast Guard acting under authority of 14 U.S.C.A. § 672a, grants to the licensee, a revocable license affecting the real property described for the purposes shown, subject to all conditions special and general, set forth

2 **Licensee**  
Municipality of Rincon, Puerto Rico

3 **Licensee Address**  
PO Box 97  
Rincon, Puerto Rico 00677

4 **Contacts** Jaime Reyes, is the Real Property Contracting Officer (CO) and may be contacted at 15608 SW 117<sup>th</sup> Avenue Miami, Florida 33177-1630 305-278-6716. [Jaime.Reyes4@uscg.mil](mailto:Jaime.Reyes4@uscg.mil) A warranted Coast Guard CO is the only person authorized to execute this license or any subsequent changes to this license. The Contracting Officer's Technical Representative (COTR) is CG ANT Puerto Rico Sector San Juan, PR @ 787-729-2346/47 Honorable Mayor Carlos Lopez Bonilla, Mayor, Municipality of Rincon, PR is the Licensee Representative (Licensee) and may be contacted at 787-823 2180 ext 1008 or email [cllopez@aldearincon.gov.pr](mailto:cllopez@aldearincon.gov.pr) Licensee shall coordinate its use of the site with the COTR

5 **Project Description and Address** Licensor will provide the use of land and buildings at the U.S. Coast Guard Punta Higuero Lighthouse, PR (Lat 18 36295 Long -67 27103) for the purpose of restoring, maintaining, preserving and protecting the lighthouse and adjacent buildings and to maintain the grounds in a neat and presentable manner. See Exhibit "A and B", attached Site Map layout, legal description and photos consisting of five (5) pages, attached hereto and made a part hereof. The permission hereby granted is subject to the provisions as described in this License

**6 Maximum Period Covered**

From  
1-March-2015

To  
28-Feb-2025

7 **Purpose** The purpose of this license is to extend the continuation of the non-exclusive use of the premises as described in paragraph 5 for premises as more particularly described in Exhibit "A and B", consisting of five (5) pages, attached hereto and made a part of. The Licensee, its officers, employees, contractors, agents, guests and participants in its activities may only manage, restore, maintain, preserve, and protect the Punta Higuero Lighthouse facilities for historical, educational, and environmental programs and projects.

8 **Renewal Options and General Conditions** This license may be renewed for one (1) term provided written notice is given sixty (60) days before the end of the license term unless terminated by Licensor or Licensee as provided herein. All terms and conditions of the License, as renewed and as amended in writing from time to time, shall remain in full force and effect and shall apply during all renewed terms. Upon revocation, expiration, or surrender of this license, the Licensee shall, to the extent directed by the Licensor, remove all alterations, additions, betterments, or improvements made or installed, and restore the Premises, subject to reasonable wear and tear, to the same or in as good a condition as existed on the effective date of this license.

9 **Rental:** Except as otherwise provided, the Licensee fee consideration is the operation, maintenance and repair of property for public purposes. The use of the Premises shall be without cost or expense to Licensor. **Expenses:** Unless otherwise agreed to in writing by the parties, any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the Licensee.

10 By the acceptance of this license, Licensee agrees to abide by and be bound for itself, its officers, employees, contractors, agents, guests and participants by the following General and any Special Conditions and Exhibits attached herewith:

United States Coast Guard	Licensee
Date <u>April 29, 2015</u>	Date Accepted <u>3/20/2015</u>
By (Signature) <u>Patricia M. Dixon</u>	By (Signature) <u>Carlos Lopez Bonilla</u>
Name <u>Patricia M. Dixon</u>	Name <u>Honorable Carlos Lopez Bonilla</u>
Title <u>Real Property Contracting Officer</u>	Title <u>Mayor</u>

If Licensee is other than an individual, the following must also be signed

I certify that I am an officer or managing member of the entity, named in Paragraph 2, that the person who signed this license on behalf of the Licensee was duly authorized by the Licensee's governing body to sign on behalf of the Licensee

Date

By (Signature)

Name

Title



## GENERAL AND SPECIAL CONDITIONS

1 Access. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Licensor's Installation Commander or his duly authorized representative. In accepting the rights, privileges, and obligations established hereunder, Licensee recognizes that the Installation that Licensor will not permit the Licensee to interfere with the Installation's military mission. Access to the Installation is subject to the control of the Installation's Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the Coast Guard or by any designated military Commander or representative. Any access granted to Licensee its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority, as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances of those persons entering. That it is a condition of the License that no person shall on ground of race, color or national origin, be excluded from participation in the use of the premises. The Coast Guard reserves the right to revoke and cancel this License in the event of breach of such non-discrimination condition during the period of this License. Licensee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Licensee's property shall be considered detrimental to governmental activities, Licensee shall, at Licensee's expense, upon written notice to do so, and as often as so notified, remove or relocate its property to such other acceptable location or locations on the Premises, as may be designated by said Licensor. In the event Licensee's property shall not be removed or relocated within thirty (30) days after any aforesaid written notice, the Licensor may cause the same to be done at the expense of the Licensee.

2 Condition of Premises. Licensee has inspected the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, or corrections to defects whether patent or latent. At the beginning of this License and at such times and for such part of the Premises as said Licensor may determine, the Parties will sign and date a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Licensee. Such Report shall be used to indicate the condition of the Premises prior to being disturbed by Licensee in order to compare conditions with the Premises subsequent to the activities of Licensee to ensure Licensee has returned the Premises to the condition required by this License.

2.1 The light located at the top of the Punta Higuero Lighthouse is an active Federal aid to navigation maintained by the Coast Guard. The Licensee will not interfere in any manner with the light, its visibility, or the electrical system used to power it without express written permission of the Coast Guard. The Coast Guard reserves the right to relocate the light or make changes to the power system on any portion of the licensed property.

2.2 If a portion of the licensed property is to be used as living units, Licensee will comply with all provisions of the Commonwealth of Puerto Rico and local dwelling unit laws. However, if compliance with these laws will require any change in the historical characteristics of the interior or exterior of the Punta Higuero Lighthouse, no change will be made unless the State Historical Preservation Officer approves. Without this approval, Licensee will not use the property for living units.

3 Historic Preservation. Licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such things are discovered on the Premises, Licensee shall cease its activities at the site and immediately notify said Licensor and protect the site and the material from further disturbance until said Licensor gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee. This property is listed on the National Register of Historic Places (Reference Number 81000560) and must be maintained in accordance with the Secretary of Interior's standards for historic preservation projects (36 CFR 800). The Licensed premises are to be used only as a facility for historical, educational, and environmental programs and projects. In this regard, they are to be used for non-profit purposes. Any fees earned by the Licensee from the use of the Punta Higuero Lighthouse will be used toward the restoration, maintenance and administration of the Punta Higuero Lighthouse.

4 Protection of Premises. Licensor shall require Licensee, at all times, to protect, repair, and maintain the Premises in good order and condition at its own expense and without costs or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental contamination or other causes related to Licensee's activities. Any property on the Premises damaged or destroyed by Licensee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Licensee to the satisfaction of said Licensor.

5 Environmental Compliance. In its activities under this License, Licensee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs. Licensee must submit a copy of regulatory and permit approvals to Commander, USCG CEU Miami, 15608 SW 117th Avenue, Miami, Florida 33177-1630.

5.1 The Licensee is required to contact the National Marine Fisheries Services-Habitat Conservation Division (NMFS HCD) for future construction or earth movement activities near the shoreline or cliff edges.

5.2 The Licensee must consult with the Puerto Rico Department of Natural and Environment Resources (PR DNER) and follow guidelines as outlined in the attached letter from PR DNER to the CEU Miami, dated December 3, 2014, "Exhibit C", consisting of three (3) pages, attached hereto and made a part of.

5.3 The Licensee is required to coordinate consult with NMFS HCD for waterway projects, such as, pier dock or shoreline improvements that will effect resources (sea grasses, coral and hard bottom) protected under the Magnuson-Stevens Fishery Conservation and Management Act.



6 **Architectural Barriers Act Responsibilities.** The Licensee hereby accepts any and all responsibilities the Licensor may have under any applicable laws regarding accessibility of licensed Premises.

7 **Alteration of Premises.** No additions to or alterations of the Premises shall be made without the prior written approval of said Licensor. Licensee must submit architectural and design plans of all additional improvements, including Phase 2 for review and approval to Commander USCG CEU Miami, 15608 SW 117<sup>th</sup> Avenue, Miami, Florida 33177-1630. Before the Coast Guard can authorize changes on the property listed on the National Register of Historic Places (Reference Number 81000560) the changes must be in compliance with the Secretary of Interior's standards for historic preservation projects (36 CFR 800) and (36 CFR 67) and the Advisory Council on Historic Preservation regulations for the protection of historic and cultural properties. All work of any nature that will affect the historic aspects of the Punta Higuero Lighthouse, either internal or external to the land or structures will be only after written approval by the State Historic Preservation Officer. All Final inspection and close out completion photos must be submitted before occupation of alterations on premises.

7.1 An Annual Financial Statement shall be submitted to the Commander USCG CEU Miami, 15608 SW 117<sup>th</sup> Avenue, Miami, Florida 33177-1630) within thirty (30) calendar days of the ending date of the period covered by that Annual Financial Statement. The Licensee shall retain a copy of the Annual Financial Statement for the term of the License and any renewals thereof.

8 **Coast Guard Property.** Any interference with the use of or damage to any real or personal property under control of the Coast Guard, incident to this exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of said Licensor. If Licensee fails to promptly repair or replace any such property after being notified in writing to do so by said Licensor, said Licensor may repair or replace such property and Licensee shall be liable for the costs of such repair or replacement.

9 **Termination.** This License may be terminated at will by the Licensor and such termination shall not create any liability on the part of the Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities. Any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor. Unless otherwise agreed in writing by the Parties, the Licensee agrees to fully restore the Premises to its original condition prior to the License, within 30 days of termination, and the obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor. Licensee is made aware that the Punta Higuero Lighthouse has been identified for divestiture following the NHLPA guidelines.

10 **Restoration of Premises.** On or before the date of expiration of this License or its termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition without expense to the Licensor. Such restoration shall include, if applicable, removal of contamination caused by Licensee.

11 **Costs of Services.** The Licensee's use of the Premises and its property on the Premises requires Licensee to be responsible for all costs including but not limited to: utilities, janitorial services, building maintenance, and ground maintenance for the Premises without cost to the Coast Guard. The Coast Guard may consent to provide certain services to Licensee on a reimbursable basis. Reimbursable costs are listed, charged, and billed as outlined herewith.

12 **Safety and Hazardous Waste Disposal.** Licensee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling

and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act and their implementing regulations, as they have been or may be amended from time to time.

13 **Transfer, Assignment, Leasing or Disposal.** Licensee shall not transfer, permit license, assign, lease, or dispose of in any way, including, but not limited to: voluntary or involuntary sale, merger, consolidation, receivership, or other means, this License or any interest therein or any property on the Premises, or otherwise create any interest therein.

14 **Leas and Mortgages.** Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

15 **Other Grants of Access.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

16 **Compliance with Laws.** Licensee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Licensee to obtain permits to engage in its activity. Licensor is not responsible for obtaining permits for Licensee.

17 **Disputes.** Except as otherwise provided for in this license, any dispute concerning a question of fact arising under this license which is not disposed of by agreement shall be decided by the Installation Commander who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Licensee. The decision of the Installation Commander shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Licensee mails or otherwise furnishes to the Installation Commander a written appeal. The decision of the Installation Commander or his authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this license as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged provided, however, that such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Licensee will proceed diligently with the performance of the license and in accordance with the decision of the Installation Commander. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in these paragraphs. Nothing in this license, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

18 **Solicitations:** Licensee, its officers, employees, contractors, agents and guests, and the participants in its activities may not engage in any activities while on the installation that involve the solicitation of funds for private or commercial interests, including fund raising for nonprofit organizations and causes.



19 **Availability of Funds.** The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

20 **Amendments.** This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

21 **Liability.** Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses and taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act.

22 **Insurance.** During the entire period this License shall be in effect the Licensee, at no expense to the Licensor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain the following insurances and provide a copy of the effective certificate of insurance to Licensor:

22.1 Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation bodily injury, death or property damage, occurring upon in or about the Premises including any buildings thereon and adjoining sidewalks, streets and passageways, such insurance to afford immediate minimum protection at all times during the term of this License with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

22.2 If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

22.3 All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this Section shall be effected under valid and enforceable policies in such forms and amounts as may, from time to time, be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person provided that no cancellation reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof provide that the insurer shall have no right of subrogation against Licensor and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage

based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License. Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance evidencing the insurance required by this License.

23 **Nondiscrimination.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the grounds of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2). The licensee will obtain from each person or firm who through contractual or other

arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor. The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

24 **Interference.** The equipment, property or fixtures installed and operated by Licensee pursuant to this License shall not in any way interfere with: (1) operation and equipment under the control of the Licensor, (2) navigational aids or equipment or (3) property authorized, installed, and operated equipment of others in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. Licensee shall at no time permit or allow: (1) any interference with the Licensor's operations or access rights, (2) access to any Licensor equipment or facilities, including but not limited to, aids to navigation or radioaids, (3) the removal of any Licensor property from the site, (4) any activities while on the installation that involve the solicitation of funds for private or commercial interests including fund raising for nonprofit organizations and causes, and (5) any controlled substances to be brought onto, possessed, used, solicited, transferred, or sold on the installation, nor any alcoholic beverages to be brought on to the installation.

25 **Notices.** All correspondence to be sent and notices to be given pursuant to this License shall be addressed, as set forth in section 4, and in writing, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited postage prepaid and postmarked in a post office regularly maintained by the United States Postal Service.

26 **Entire Agreement.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

27 **Section and Paragraph Headings.** The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.





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*Oficina Legislatura Municipal*  
*Apartado 98*  
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Tel.787-823-2180/823-2575

## CERTIFICACIÓN

Yo, María E. Ríos Sánchez, Secretaria de la Legislatura Municipal de Rincón, Puerto Rico  
CERTIFICO:

**QUE:** Lo que antecede es una copia fiel y exacta de la Ordenanza Número 5 Serie 2024-2025 aprobada por la Sesión Ordinaria celebrada el 26 de febrero de 2025 con los votos afirmativos de los siguientes Legisladores a saber:

**Honorables:**

Carlos López Soto  
Héctor R. Caro Noriega  
Nelson Rivera Ruiz  
Carlos D. Ramos Martínez  
Elba Collazo Tirado  
Milagros Vargas Altieri

María E. Vargas Vargas  
Raúl Feliciano Muñoz  
Elvin D. Candelaria Valentín  
Omar Bonet Turado  
Enid Rivera Tubens

**QUE:** Esta Ordenanza fue firmada por el Alcalde el 27 de febrero de 2025.

**QUE:** El Hon. Roberto Feliciano Lorenzo estuvo excusado.

Y, para que así conste firmo y expido esta certificación hoy, 27 de febrero de 2025.

  
María E. Ríos Sánchez  
Secretaria Legislatura Municipal



*“La Justicia y la Igualdad son la base para lograr nuestras metas.”*