



236 THIRD STREET  
GREENPORT, NY 11944

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villageofgreenport.org

**MAYOR**  
KEVIN STUESSI  
EXT 215

**TRUSTEES**  
MARY BESS PHILLIPS  
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-  
JOHNSON

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**  
PAUL J. PALLAS, P.E.  
EXT 219

**TREASURER**  
STEPHEN GAFFGA  
EXT 217

**July 27, 2023 at 6:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944**

**MOTION TO OPEN THE MEETING**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Margaret Harriet Campbell  
Michael S. Dawson  
Donnay May Ormond  
Russell Lee Smith, Jr.  
Patricia Wood

**ANNOUNCEMENTS**

The Standard Hose Company number 4 of the Greenport Fire Department Annual Chicken Barbecue Fundraiser on August 19, 2023, is being held at the grounds the Station One Firehouse from 7:00 a.m. through 10:00 p.m.

**PUBLIC HEARINGS**

A public hearing regarding the Wetlands Permit Application submitted by Kate Rummel, Agent on behalf of 67 Sound Cheshire LP for the property at 520 Madison Avenue, Greenport, New York, 11944 to perform the following work:

to renovate the existing house, add two 1-story additions, install inground swimming pool, outdoor shower, gravel driveway and walkway, as well as an ecological restoration wetland buffer. +/- 144 cubic yards of fill will be excavated. Excavated material will be graded on site. The public hearing was left open for further comments until the Village of Greenport receives a copy of the Southold Town Trustees Report.

A public hearing regarding the Wetlands Permit Application submitted by Greenport Yacht & Shipbuilding Company, Inc., by Steven Clarke, Owner for the property located at 201 Carpenter Street, Greenport, New York, 11944 to perform the following work:

Section A: Reconstruct 70' of bulkhead return in-kind, in-place. Reconstruct 60' of jetty in-kind, in-place. Section B: Reconstruct 277' of existing bulkhead in-kind, in-place. Section F: Reconstruct 242' of existing bulkhead in-kind, in-place.

A public hearing regarding the Wetlands Permit Application submitted by Robert E. Herrmann, Coastal Management Specialist of En-Consultants for Stirling Cove Condominium on behalf of Robert Ward, President for the property at 49 Stirling Cove (property located at eastern end of Central Avenue), Greenport, New York, 11944 to perform the following work:

On west side of boat basin, remove and replace (in-place) ±140 If timber bulkhead with vinyl bulkhead, install 3' x 20' aluminum ramp, 6 x 20' float, and 4'x 105' floating dock, and remove and replace (5) ramps and floats with (4) 3' x 24' finger floats and (1) 3' x 21' finger float; on south side of boat basin, remove

± 60' and ± 70' sections of bulkhead, excavate ± 440 sf upland area to a depth of -4' MLW (remove ±150 cy soil), and construct ± 130' vinyl bulkhead (up to 7 feet landward); on east side of boat basin, remove and replace (in-place) ±125 timber bulkhead with vinyl bulkhead, install 3' x 20' aluminum ramp, 6' x 20' float, and 4' x 102' floating dock, and remove and replace (5) ramps and floats with (4) 3' x 24' finger floats and (1) 3' x 21' finger float; on east side of channel, remove and replace (in-place) ±111 section of timber bulkhead with vinyl bulkhead, and install 4' x 32' float; at entrance to channel, remove (2) ±10' sections of bulkhead, excavate ± 50 sf upland area to a depth of -4 MLW (remove ±20 cy soil), and construct (1) ±10' section of bulkhead (up to 7 feet landward, to create chamfered corner); remove and replace (in-place) ±10' section of harborside bulkhead; incidentally dredge ±4,326 sf area within 10 feet of reconstructed bulkheading to a max. depth of -4' MLW, and use approximately 175 cy spoil as backfill; and replace existing asphalt within ±20' wide disturbance area landward of reconstructed bulkheading, all as depicted the project plan prepared by En-Consultants, dated February 6, 2023, last revised April 24, 2023.

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER**

**RESOLUTIONS**

**RESOLUTION # 07-2023-1**

RESOLUTION adopting the July, 2023 agenda as printed.

**RESOLUTION # 07-2023-2**

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Deputy Clerk, Village Attorney, Mayor and Board of Trustees.

**RESOLUTION # 07-2023-3**

RESOLUTION ratifying the following, as approved at the work session meeting of the Village of Greenport Board of Trustees held on July 20, 2023:

RESOLUTION hiring of Michael Elco, as a full-time Code Enforcement Officer for the Village of Greenport, at a pay rate of \$25.00 per hour, effective August 3, 2023. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

WHEREAS, the Village is desirous of renovating the North Ferry queueing area as described in a proposed Second Amendment to the lease agreement with the Long Island Rail Road company, NOW, THEREFORE, the Board approves the proposed Second Amendment to the Lease Agreement subject

to Village Attorney approval as to form, and authorizes the Mayor to execute the amendment upon such approval.

#### **FIRE DEPARTMENT**

##### **RESOLUTION # 07-2023-4**

RESOLUTION approving the application for membership of Frank Ciriello ,to the Rescue Squad Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 19, 2023.

##### **RESOLUTION # 07-2023-5**

RESOLUTION approving the application for membership of Kristie Lutz Waller to the Rescue Squad Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 19, 2023.

##### **RESOLUTION # 07-2023-6**

RESOLUTION awarding the bid for the purchase of a 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance for the Village of Greenport Fire Department to Proliner Rescue, per the bid opening on July 13, 2023 at 3:21 p.m.; in the total amount of \$496,382.00 and authorizing the Village of Greenport Fire Department and the Village of Greenport to enter into the corresponding contract for the purchase of a 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance with the Proliner Rescue.

#### **VILLAGE ADMINISTRATOR**

##### **RESOLUTION # 07-2023-7**

Resolution approving an increase in the hourly wage of Alex Bolanos, from \$33.89 per hour to \$36.00 per hour, effective July 26, 2023 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

##### **RESOLUTION # 07-2023-8**

RESOLUTION to appoint Adam Brautigam as Village Deputy Treasurer, and authorizing an initial wage increase to an annual salary of \$56,375 effective July 26, 2023, and further authorizing an annual salary increase to \$60,375 effective November 29, 2023 following a satisfactory 4-month review, and providing all benefits pursuant to the Village Standard Management Contract passed July 28, 2008.

**RESOLUTION # 07-2023-9**

Resolution approving an increase in the hourly wage of Margaret Devito, from \$34.02 per hour to \$37.00 per hour, effective July 26, 2023 owing to the acquisition of substantial expertise in her area of work experience, per Article VII (Salaries and Compensation), Section 9 (b)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 07-2023-10**

Resolution approving an increase in the hourly wage of Michael Noone, from \$23.58 per hour to \$25.50 per hour, effective July 26, 2023 owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9 (a)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 07-2023-11**

RESOLUTION approving an annual salary increase for Village Deputy Clerk Jeanmarie Odon to an annual salary of \$69,750 effective July 26, 2023.

**RESOLUTION # 07-2023-12**

RESOLUTION to fully transfer Stephen Rutkowski from the Village Highway Department to the Village Water Department as the Head of the Village Water Department and approving a wage increase to \$33.40 per hour effective July 26, 2023, and further approving a wage increase to \$36.00 per hour effective November 29, 2023 following a satisfactory 4-month review, per Article VII (Salaries and Compensation), Section 9 (a)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 07-2023-13**

Resolution approving an increase in the hourly wage of William Schulz, from \$28.58 per hour to \$32.00 per hour, effective July 26, 2023 owing to the acquisition of substantial expertise in his area of work experience, per Article VII (Salaries and Compensation), Section 9 (b)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 07-2023-14**

Resolution approving an increase in the hourly wage of Tina Zilnicki, from \$21.63 per hour to \$23.50 per hour, effective July 26, 2023 owing to the acquisition of substantial expertise in her area of work experience, per Article VII (Salaries and Compensation), Section 9 (b)- Merit Clause- of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

**RESOLUTION # 07-2023-15**

RESOLUTION authorizing an increase in the hourly wage to \$23.00 per hour for the following part-time Mitchell Park Marina employees; Steven Venuti, Juan Diaz, and Stephanie King, and authorizing an increase in the hourly wage to \$20.00 per hour for part-time Mitchell Park Marina employee Everett Nichols.

**RESOLUTION # 07-2023-16**

RESOLUTION awarding the contract for the performance of contractor services to Fidele Construction Inc.– the low bidder – at a bid price \$93,000.00 of, per the bid opening on July 13, 2023; and authorizing Mayor Stuessi to sign the resulting contract between the Village of Greenport and Fidele Construction Inc.

**RESOLUTION # 07-2023-17**

RESOLUTION approving the contract between the Kalmar Nyckel Foundation and the Village of Greenport for the provision of a berth at the Rail Road Dock from August 1, 2023 and August 14, 2023 to include the provision of public visitation, educational tours and public sails as detailed ion the agreement.

**VILLAGE TREASURER****RESOLUTION # 07-2023-18**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment #5254 appropriating Sewer Fund Reserves for the purchase of a Sewer Pump for the Mini-Railroad, and requesting that Budget Amendment #5254 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-19**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment #5256 appropriating General Fund reserves to fund the rental of disposal containers for the disposal of street sweepings, and requesting that Budget Amendment #5256 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-20**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment #5257 appropriating General Fund reserves to fund the rental of a vac truck to clean out Village Street drains, and requesting that Budget Amendment #5257 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-21**

RESOLUTION authorizing Treasurer Gaffga to perform attached Fiscal Year End 2022-2023 Budget Transfer #5258 for the General Fund, and requesting that Budget Transfer #5258 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-22**

RESOLUTION authorizing Treasurer Gaffga to perform attached Fiscal Year End 2022-2023 Budget Transfer #5260 for the Electric Fund, and requesting that Budget Transfer #5260 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-23**

RESOLUTION authorizing Treasurer Gaffga to perform attached Fiscal Year End 2022-2023 Budget Transfer #5261 for the Water Fund, and requesting that Budget Transfer #5261 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-24**

RESOLUTION authorizing Treasurer Gaffga to perform attached Fiscal Year End 2022-2023 Budget Transfer #5262 for the Sewer Fund, and requesting that Budget Transfer #5262 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-25**

RESOLUTION authorizing Treasurer Gaffga to perform attached Fiscal Year End 2022-2023 Budget Transfer #5263 for the Fire Department, and requesting that Budget Transfer #5263 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-26**

RESOLUTION authorizing Treasurer Gaffga to perform attached Budget Amendment #5268 appropriating Sewer Fund reserves to fund the parts and repair to the Wastewater Treatment Plant rotating perforated plate screen, and requesting that Budget Amendment #5268 be included as part of the formal meeting minutes of the July 27, 2023 Regular Meeting of the Board of Trustees.

**RESOLUTION # 07-2023-27**

RESOLUTION authorizing Treasurer Gaffga to open a new Trust and Agency bank account for the purpose of collecting Camera Obscura Donations, and authorizing the creation of Village General Ledger Line Item TA.0200.116 for the recording of assets, and Village General Ledger Line Item TA.0600.116 for the recording of the liabilities for the Camera Obscura Donations.

**VILLAGE DEPUTY CLERK****RESOLUTION # 07-2023-28**

RESOLUTION ratifying the hiring of Jonathan Rogue Secaida as part-time seasonal Carousel Employee at an hourly rate of \$15.00 per hour effective, June 29, 2023.

**RESOLUTION # 07-2023-29**

RESOLUTION ratifying the hiring of Jocelyn Nayeli Secaida as a part-time seasonal Carousel Employee at an hourly rate of \$15.00 per hour effective, June 29, 2023.

**RESOLUTION # 07-2023-30**

RESOLUTION ratifying the hiring of Jayda Brianna Hubbard-Wirts as a part-time Carousel employee at a pay rate of \$15.00 per hour, effective, July 5, 2023.

**RESOLUTION # 07-2023-31**

RESOLUTION ratifying the hiring of Austin Jordan Luke as a part-time seasonal Camp Counselor at an hourly rate of \$15.00 per hour effective June 21, 2023

**RESOLUTION # 07-2023-32**

RESOLUTION ratifying the hiring of Preston Latney as a part-time seasonal Camp Counselor at an hourly rate of \$15.00 per hour effective June 21, 2023.

**RESOLUTION # 07-2023-33**

RESOLUTION approving an increase in the hourly rate of part-time Recreation Department employee Christopher Malinowski for \$16.00 per hour to \$18.00 per hour, effective July 22, 2023.

**RESOLUTION # 07-2023-34**

RESOLUTION ratifying the hiring of Yiannis Mousios as a part-time seasonal Lifeguard for Fifth Street Beach at an hourly rate of \$22.00 per hour effective June 25, 2023.

**RESOLUTION # 07-2023-35**

RESOLUTION ratifying the hiring of William Ernest Burkowsky as part-time seasonal lifeguard at Fifth Street Beach at an hourly wage of \$22.00 per hour, effective, June 24, 2023.

**RESOLUTION # 07-2023-36**

Resolution hiring Colin Matthew Heeg as a part-time seasonal lifeguard at Fifth Street Beach at an hourly wage of \$22.00 per hour, effective June 30, 2023.

**RESOLUTION # 07-2023-37**

RESOLUTION ratifying the Public Assembly Permit Application submitted by Rena Casey-Wilhelm on behalf of Greenport Skate Park Inc., to use the Village of Greenport Skate Park from 7:00 p.m. through 10:00 p.m. on July 11, 2023, July 25, 2023, August 8, 2023, August 22, 2023, September 12, 2023 and September 26, 2023 for the Summer Concert Series, with the permit fee for the event to be waived.

**RESOLUTION # 07-2023-38**

RESOLUTION approving the Public Assembly Permit Application submitted by Chris Hamilton on behalf of The Jeremy Hamilton Memorial Scholarship Fund for the use of a portion of the Fifth Street Beach/Park from 7:00 a.m. through 7:00 p.m. on September 16, 2023 with a rain date of September 17, 2023 for the annual Pig Roast Barbecue Fundraiser, and approving a waiver of the \$ 50 application fee.

**MAYOR****RESOLUTION # 07-2023-39**

RESOLVED, that the Board of Trustees hereby approves the Mayor's appointment of Jared A. Kasschau and Brian S. Stolar, as Village Attorneys, to serve for the balance of the official year, and the services of such Village Attorneys to be compensated pursuant to the retainer agreement with Harris Beach PLLC, and it is further RESOLVED, that the Board of Trustees hereby retains Harris Beach PLLC, as legal counsel and special counsel to the Village, effective immediately, for services as may be required, the services of such counsel to be compensated pursuant to the retainer agreement with Harris Beach PLLC, and it is further RESOLVED, that the Mayor is authorized to execute the retainer agreement with Harris Beach PLLC. RESOLVED, that on June 15, 2023, the Mayor appointed, and the Board of Trustees approved, Brian S. Stolar to serve as Planning Board and Zoning Board, and Historic Preservation Commission counsel, and it be further RESOLVED, the Board of Trustees also approves the appointment of Jared A. Kasschau to serve as Planning Board and Zoning Board and Historic Preservation Commission counsel for the balance of the official year, and it is further RESOLVED the Board of Trustees appoints Jared A. Kasschau and Brian S. Stolar as Records Access Appeal Officers, as Village Prosecutors, for non-Building code related matters and it is further RESOLVED, that the services of Jared A. Kasschau and Brian S. Stolar as Planning Board and Zoning Board and Historic Preservation Commission counsel shall be compensated pursuant to the retainer agreement with Harris Beach PLLC.

**RESOLUTION # 07-2023-40**

RESOLUTION appointing Candace Hall as Village Clerk effective August 28th, 2023, under the Village standard management contract approved at the July 28th, 2008 Board of Trustees meeting, at an annual salary of \$86,750 and further appointing her as Deputy Registrar and Records Access Officer.



**TRUSTEES**

**RESOLUTION # 07-2023-41**

WHEREAS, Relic Design LLC ( RELIC ) is willing to provide and donate to the Village weather durable cleanup stations and baskets at the identified locations of the Village's choosing; now therefore be it RESOLVED, the Village hereby implements a beach cleanup pilot program through Board of Trustees authorization of the placement of beach cleanup stations and baskets by RELIC at the specified beach locations, authorizes entering into a license agreement with RELIC for this purpose and at no cost to the Village, subject to Village Attorney review as to form, and authorizes the Mayor to execute such agreement.

**VOUCHER SUMMARY**

**RESOLUTION # 07-2023-42**

RESOLUTION approving all checks for Fiscal Year 2022/2023 per the Voucher Summary Report dated 7/24/2023, in the total amount of \$61,734.70 consisting of:

- o All regular checks in the amount of \$61,734.70.

**RESOLUTION # 07-2023-43**

RESOLUTION approving all checks for Fiscal Year 2023/2024 per the Voucher Summary Report dated 7/24/2023, in the total amount of \$753,137.08:

- o All regular checks in the amount of \$694,998.98, and
- o All prepaid checks (including wire transfers) in the amount of \$58,138.10.

VILLAGE OF GREENPORT  
Purchase of 2023 or Newer F450 Crew Cab Type I Ambulance

BID FORM (CONTINUED)

Name of Bidder: PROLINER RESCUE

<p>VILLAGE OF GREENPORT Purchase of 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance</p>	
<p><b>GENERAL DESCRIPTION OF WORK:</b> See above and attached bid specifications</p>	
<p>Total Project Bid/Purchase Price in Words:</p> <p>FOUR HUNDRED NINETY SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS</p>	<p>Total Project Bid/Purchase Price in Numerals:</p> <p>\$496,382.00</p>

Description	Bid Price (In Words)	Bid Price (In Numerals)
2024 OR NEWER FORD F450 4X4 TYPE I WHEELED CREW CAB AMBULANCE	Each FOUR HUNDRED NINETY SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS	Each 496,382.00
	Total SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS	Total 496,382.00
	Each	Each
	Total	Total
	Each	Each
	Total	Total
<b>Total:</b>		

- (b) Property Damage (\$1,000,000/\$2,000,000)
- (c) Public Liability (\$ 1,000,000/ \$ 2,000,000)
- (d) Liability Coverage for all vehicles, (\$ 1,000,000 / \$ 2,000,000)

The Village shall be named as additional insured and the original policies shall be filed with the office of the Village Clerk.

**19. EQUAL EMPLOYMENT OPPORTUNITY**

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

**20. LETTER OF TRANSMITTAL**

The required Letter of Transmittal shall contain the name, address and telephone number of the Bidder and shall contain wording to the effect that attached is a completed Bid proposal for **VILLAGE OF GREENPORT Purchase of 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance**, including those items required to be completed in the Bid Specifications and all related Addenda.

**21. SCOPE OF WORK**

See attached specifications

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (including all attachments and exhibits, if any, attached hereto which are hereby incorporated herein, this "Second Amendment") dated \_\_\_\_\_, 2023 (the "Effective Date"), is entered into by and between **THE LONG ISLAND RAIL ROAD COMPANY**, a public benefit corporation organized under the laws of the State of New York, having an address at c/o Metropolitan Transportation Authority, 2 Broadway, New York, New York 10004 ("Landlord") and the **VILLAGE OF GREENPORT**, a municipal corporation of the State of New York located at 236 Third Street, Greenport, New York 11944 ("Tenant").

**WHEREAS**, (i) Long Island Rail Road Company, as landlord, and the County of Suffolk, as tenant, entered into that Lease Agreement dated on or about August 14<sup>th</sup>, 1981, pursuant to which Landlord leased to Tenant four (4) parcels of land containing 108,720 square feet, more or less (collectively, the "Original Premises"), situated south of Wiggins Street, between 4<sup>th</sup> Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, including, without limitation, a boat dock, a bulkhead along the waterfront of the Original Premises, LIRR's railway turntable and related facilities, LIRR's station building, a parking lot, and a roadway across the Original Premises, (ii) the County of Suffolk and the Village of Greenport entered into that sublease agreement dated December 22, 1982 pursuant to which the Village subleased the Original Premises from the County, (iii) Village of Greenport Resolution dated April 23, 1992 and Indemnification Agreement dated April 24, 1992, (iv) the County of Suffolk and the Village of Greenport entered into that Assignment and Assumption Agreement dated February 29, 2016 pursuant to which the County of Suffolk assigned its interest in the Lease Agreement and Original Premises to the Village of Greenport and (v) that First Amendment to Lease and Sublease Agreement dated on or about January 22, 1993 to amend the permitted use thereunder, (all of which agreements are attached hereto as Exhibit "A" and hereinafter, collectively, referred to as the "Original Agreement");

**WHEREAS**, the Village of Greenport desires to renovate the ferry queuing area located adjacent to the station in order to reconfigure access to the ferry in accordance with the Scope of Work attached hereto as Exhibit "C" (the "Tenant's Project"), and the design of this project will require an increase in the size of the Original Premises as shown on Exhibit "B", and a modification of the Original Agreement; and

**WHEREAS**, Landlord agrees to enter into this Second Amendment to increase the size of the Original Premises and modify the Original Agreement to acknowledge that the additional premises is being added to the Original Premises; and

**NOW, THEREFORE**, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Original Agreement as follows (the Original Agreement, as amended by this Second Amendment, is herein referred to as the "Agreement");

1. All capitalized terms contained in this Second Amendment and not defined herein shall, for the purposes of the Agreement, have the same meanings ascribed to them in the Original Agreement. All references in the Original Agreement to "this Agreement", or to "herein", "hereto" or words of similar import, shall be deemed to refer to the Original Agreement, as amended by this Second Amendment.

2. Landlord and Tenant hereby agree that the Original Premises is increased by modifying the same to include an additional parcel of land, measuring approximately 20,009 square feet ("Additional Premises"), as shown on Exhibit "B" attached hereto and hereby made a part hereof (the Original Premises and Additional Premises are hereinafter collectively referred to as the "Demised Premises").

3. Tenant acknowledges and agrees that the grant of the Additional Premises hereunder is being made under the following conditions with respect to the Demised Premises:

- a. Landlord reserves the right, from time to time, for itself, its employees, contractors, affiliates and subsidiaries to park vehicles in the parking areas free without being subject to Tenant's parking regulations;
- b. Tenant must ensure wood guide rail is intact and functional;
- c. Tenant must ensure that parking stops are installed to prevent cars from entering the railroad track area;
- d. Emergency access / fire lane must be maintained;
- e. Tenant must ensure that the locations of all of Landlord's and all third-party utilities are located and "marked out" so that their locations are identified by Tenant's contractors and their subcontractors, if any, at least ten (10) business days prior to the commencement of any construction or excavation activities;
- f. The operation of Landlord's communication poles on the Demised Premises and any areas adjacent to the Premises must not be disrupted;
- g. The Demised Premises does not include the area on which the Communication Cases ("C-Case") are located as shown on Exhibit "B" and is labeled Utility Boxes;
- h. Notwithstanding anything to the contrary in the Original Agreement, Landlord, and its employees, contractors and other invitees, shall have access to the Demised Premises and the adjacent C-Case twenty-four (24) hours a day / seven (7) days a week, and may repair and maintain the Landlord's communication poles thereon as and when the Landlord deems necessary.

4. Prior to the commencement of Tenant's Project, Landlord and Tenant will enter into a construction license agreement ("Construction License Agreement") setting forth the parties' rights and obligations in connection with the construction of Tenant's Project, including but not limited to any pre-construction work. Upon its execution, the Construction License Agreement will become part of this Second Amendment without the need for further action and will be incorporated by reference thereto.

5. This Second Amendment will be governed by, construed in accordance with and enforced under the laws of the State of New York.

6. If any term or provision of this Second Amendment is found to be invalid, illegal or unenforceable, the remaining terms and provisions hereof will not be affected thereby.

7. The Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a subsequent written agreement duly signed by both of the parties hereto. Except as otherwise expressly set forth in the Agreement, no warranties, representations, contingencies, conditions and/or agreements have been made by either Landlord or Tenant.

8. The Landlord and Tenant hereby agree that the Agreement is valid, and in full force and effect.

9. Subject to any required approvals, this Second Amendment when duly executed and delivered by the parties to each other shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. Except as expressly modified herein, all other terms of the Agreement shall remain in full force and effect for the term stated therein.

11. This Second Amendment may be executed in any number of counterparts, each of which shall effective only upon delivery and thereafter shall constitute one and the same original instrument, with the same effect as if all of the parties to this Second Amendment had executed the same counterpart.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Second Amendment as of the date first written above.

**LANDLORD:**

**THE LONG ISLAND RAIL ROAD COMPANY**

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

Name: David Florio

Title: Chief Real Estate Transactions and Operations Officer of MTA  
Authorized Signatory

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

**TENANT:**

**VILLAGE OF GREENPORT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**

Copy of Original Agreement

See Attached



FIRST AMENDMENT OF LEASE  
AND  
SUBLEASE

DATED: May , 1992  
LESSOR: Long Island Railroad Company  
LESSEE: County of Suffolk  
SUBLESSEE: Village of Greenport

SAID FIRST AMENDMENT OF LEASE  
AND  
SUBLEASE

being comprised of:

1. First Amendment of Lease and Sublease
2. Suffolk County Res. No. 186-1989
3. Village of Greenport Resolution of April 23, 1992 and Indemnification Agreement dated April 24, 1992
4. Sublease Agreement dated December 22, 1982
5. Lease Agreement dated August 14, 1981

VILLAGE OF GREENPORT

By: William R. Pell III  
William R. Pell, III, Mayor

COUNTY OF SUFFOLK

By: Robert Gaffney  
Robert Gaffney, County Executive  
By: ERIC A. KOPP, Chief Deputy County Executive

LONG ISLAND RAILROAD COMPANY

By: Charles W. Hoppe  
Charles W. Hoppe

FIRST AMENDMENT OF LEASE AND SUBLEASE

THIS AGREEMENT made as of the 22<sup>nd</sup> day of January 1993 between the Long Island Rail Road Company ("Lessor") and the County of Suffolk ("Lessee") and the Village of Greenport ("Sublessee").

WHEREAS Lessor and Lessee are parties to an Agreement ("the Agreement") dated August 14, 1981 whereby Lessee leased from Lessor four parcels of land containing 108,720 square feet, more or less, together with a portion of Lessor's former passenger station building and other facilities thereon, situated south of Wiggins Street, between Fourth Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, hereinafter referred to as the Demised Premises as more particularly described in the Agreement; and

WHEREAS Lessee subleases the Demised Premises to the Sublessee by Sublease Agreement dated December 22, 1982 (the "Sublease Agreement"); and

WHEREAS, in the Agreement the Lessor reserved the right to lease not less than 528 square feet of the station building for snack bar purposes and further reserved unto the Lessor certain privileges described on page 2A of the Agreement; and

WHEREAS, the Lessee on behalf of its Sublessee is desirous of utilizing said 528 square feet in conjunction with its proposed renovation and utilization of the station building as a maritime museum/police substation/welfare facility for LIRR employees, and Lessor agrees to such use of the station building in accordance with the terms of the Agreement and Sublease Agreement; and

WHEREAS this agreement when duly executed by Lessor and Lessee and Sublessee will constitute a binding amendment to the above-referenced Agreement and Sublease Agreement; and

NOW, THEREFORE, Lessor and Lessee and Sublessee, in consideration of the covenants and mutual agreements herein stated, hereby agree to amend the above-referenced Agreement and Sublease Agreement as follows:

1. Page 2A of the Agreement is hereby deleted in its entirety and the 528 square feet previously reserved unto Lessor are leased to Lessee and Sublessee and thus added to the Demised Premises, subject, however, to Lessor's continuing reservation for utilization of a portion of the station building as a welfare facility for its employees, in accordance with the terms and conditions described in the Agreement.

Sublessee will, at its sole cost and expense, and in all ways satisfactory to Lessor, provide a welfare facility in the station building during the term of this Agreement and, during the period that the station building is undergoing renovation, provide an interim welfare facility for Lessor's employees, and Sublessee will perform, at its sole cost and expense, all repairs, maintenance and cleaning and provide utilities, as needed, within said welfare facility and interim welfare facility at all times.

Sublessee shall, at its sole cost and expense, perform all demolition and construction to convert the station building to a maritime museum, in accordance with the terms of the Agreement and Sublease Agreement.

2. Item 10 of the Agreement and Sublease Agreement are hereby modified by adding the following:

In the event that Lessee or Sublessee desires to install any new improvements, additions, enclosures or alterations within any portion of the Demised Premises, Lessee or Sublessee shall prepare and submit to the Lessor four (4) sets of complete plans and specifications describing the proposed work in conformance with the requirements herein. Lessor shall review the submitted plans and give notice to Lessee or Sublessee of any objections to those plans. Lessee or Sublessee shall make all required revisions to the plans and submit revised plans to Lessor in accordance with the Standard Format for Architectural Drawing Submissions, a copy of which is attached hereto as Exhibit B and made a part hereof.

Lessor's approval of plans or contractors shall not affect Lessee's or Sublessee's indemnification obligation under the Agreement. No work shall be commenced by Lessee or Sublessee until receipt by Lessee or Sublessee of such prior written approval and no work shall be done in the Demised Premises except by contractors who have been approved by Lessor. No changes shall be made in such approved plans without the prior written approval of Lessor as well as of all applicable governmental authorities.

During any construction work, Lessee shall not erect scaffolding in such a manner or carry on the work in any way so as to unreasonably interfere with the operations of Lessor's railroad.

In the event Lessor deems it necessary during the performance of any construction, maintenance, repair, renewal, relocation or removal of the improvements,

additions, enclosures, or alterations to utilize inspectors, flagmen, field engineers, watchmen or any other agents or employees for the protection of persons, property, or its operation, Lessor shall have the right to do so and Lessee or Sublessee shall pay to Lessor the actual cost thereof within thirty (30) days of submission of a bill.

Actual cost shall include, but not be limited to, equipment cost and all direct labor and material costs plus such percentages thereof as represent Lessor's overhead costs at the time the work is performed. Direct labor cost as used herein means the gross pay, including overtime and reimbursable employee expenses, if any, paid to Lessor's employees with regard to the work performed by Lessee or Sublessee. Direct material cost means the replacement cost of any material taken from inventory or the total purchase and delivery price, including taxes, of any item purchased. Equipment cost means the fair rental value of any equipment owned by Lessor and used in conjunction with such work or the invoice cost of any equipment rented by Lessor for use in such work. Lessor's list of equipment rental rates in effect at the time the work is done shall be prima facie the fair rental value of Lessor's owned equipment.

The compensation hereunder shall be in addition to any compensation due to Lessor and shall be payable within thirty (30) days of submission of bills.

3. In no event shall Lessee or Sublessee install, operate, lease, license or otherwise permit any concessions or other commercial activity within any portion of the station building without securing the prior written consent of Lessor.
4. The station building and the land lying thereunder shall be exempt from the provisions of Article II of the Agreement pertaining to termination by Lessor for corporate purposes of Lessor or Metropolitan Transportation Authority. This shall not be construed in any way as a waiver of Lessor's right to terminate this Lease in the event that it shall sell the Demised Premises or in the event of default in the performance of any covenants and agreements in the Lease or Sublease Agreements, or any amendments or riders thereto, on the part of Lessee or Sublessee to be performed.

5. Notwithstanding the foregoing, Lessor, in its sole determination, reserves the right at any time during the term of the Agreement to re-institute operation of an active passenger waiting room and/or ticket sales function, (hereinafter referred to as Facility) on the Demised Premises in connection with the operation of its railroad.

In such event, Lessor shall serve Lessee with one hundred eighty (180) days prior written notice of Lessor's requirements for said Facility. Within sixty (60) days of the date of Lessor's notice, Lessee shall advise Lessor in writing which of the following options is elected by Sublessee to fulfill Lessor's Facility requirements, subject to Lessor's approval, which shall be in Lessor's sole discretion. Lessee shall require Sublessee, at Sublessee's sole cost and expense, and in all respects satisfactory to Lessor and adequate for its Facility requirements, to:

- a. Construct a separate free-standing structure, at a location satisfactory to Lessor, to accommodate such Facility; or
- b. Convert the entire station building to such a Facility; or
- c. Convert part of the station building to such a Facility

If Lessor shall desire the exercise of option (a) and Sublessee should notify Lessor and Lessee that execution of option (a) is impractical to Sublessee, then Lessor, Lessee and Sublessee shall amend the Agreement and Sublease Agreement to exclude the station building from the Demised Premises and Lessor shall regain full possession of said station building.

Should option c) be elected by Sublessee and approved by Lessor, this in no way limits Lessor's right in the future to require option (a) or (b) to satisfy its Facility requirements.

Lessor shall determine the design and construction specifications for the Facility as well as the timetable for completion and shall supervise all construction. Sublessee shall comply with any and all of Lessor's design and construction specifications, requirements and timetables therefor. Lessor shall in no way be liable for the costs of actually constructing the new Facility or converting the present station building as aforesaid.

If Sublessee should fail to comply with the conditions

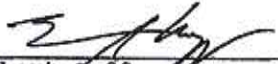
for said Facility to Lessor's satisfaction, Lessee shall, upon Lessor's request, terminate the Sublease Agreement in its entirety upon thirty (30) days prior written notice to Sublessee and Lessee, at Lessee's sole cost and expense, shall take all steps necessary to expeditiously gain possession of the entire Demised Premises from Sublessee. Should Lessor regain possession whether pursuant to this paragraph or any other provision of the Lease or this Amendment, Lessee and Sublessee shall vacate the station building and all other portions of the Demised Premises, if required, and at Lessor's sole option, remove all property, materials and improvements effected by Lessee and Sublessee during the tenancy therein and Lessee and Sublessee shall have no rights whatsoever to said station building.

6. The failure by Lessee or Sublessee to comply in any respect with the terms and conditions hereof shall be deemed a default by Lessee and Sublessee under the Agreement and Sublease Agreement and Lessor may then, at its option, exercise any and all rights reserved in said Agreement and Sublease Agreement or as provided by law, in the event of default, including, without limitation, termination.
7. Sublessee hereby assumes all the duties and obligations of the OWNER under that certain Preservation covenant between Sublessee as LOCAL SPONSOR and the New York State Office of Parks, Recreation and Historic Preservation, dated August 16, 1994, and sublessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, expense or liabilities arising under or as a result of said Preservation Covenant. *Cast*

8. Except as herein specifically modified, all the terms, conditions and covenants of the Agreement and Sublease Agreement shall remain in full force and effect. Should there be any conflict between the terms and conditions of the Agreement, Sublease Agreement and this First Amendment, the First Amendment shall prevail.

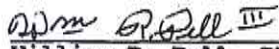
LESSEE:

COUNTY OF SUFFOLK

By:   
Robert Gaffney  
County Executive  
By: ERIC A. KOPP  
Chief Deputy County Executive

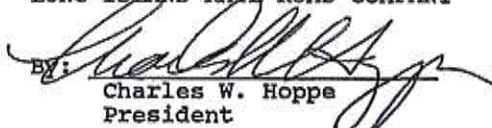
SUBLESSEE:

VILLAGE OF GREENPORT

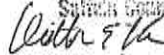
By:   
William R. Pell, III  
Mayor

LESSOR:

LONG ISLAND RAIL ROAD COMPANY

By:   
Charles W. Hoppe  
President

REVIEWED AS TO FORM  
NOT REVIEWED AS TO EXECUTION  
ROBERT J. CIRINO  
Suffolk County Attorney

By:   
KEITH E. KAMMERS  
DIST. COUNTY ATTORNEY

RAILROAD ACKNOWLEDGEMENT

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

On the 22<sup>nd</sup> day of JANUARY, 1997<sup>3</sup>, before me personally came Charles W. Hoppe, to me known and who being by me duly sworn, did depose and say that he resides at NEW YORK NY; that he is the President of the LONG ISLAND RAIL ROAD COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he signed his name by like order.

MARY A. ALLOCCA  
NOTARY PUBLIC, State of New York  
No. 4652505  
Qualified in Nassau County  
Commission Expires November 30, 1993

Mary A. Allocca  
Notary Public (Affix stamp)

COUNTY ACKNOWLEDGEMENT

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

On the 16<sup>th</sup> day of November, 1992, before me personally came ERIC A. KOPP, to me known and who being by me duly sworn, did depose and say that he resides at CORAM N.Y.; that he is the Chf. Dep. County Exec. of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK, by virtue of the authority in him vested as County Executive.

Linda C. Taylor  
Notary Public (Affix stamp)

LINDA C. TAYLOR  
NOTARY PUBLIC, State of New York  
No. 52-4615186-Suffolk County  
Commission Expires July 31, 1993

VILLAGE ACKNOWLEDGEMENT

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

On the 15 day of May, 1992, before me personally came William R. Pell, III, to me known and who being by me duly sworn, did depose and say that he resides at 210 Atlantic Avenue Greenport NY; that he is the Mayor of the Village of Greenport, and that he executed the foregoing agreement for and on behalf of the Village of Greenport by virtue of the authority in him vested as Mayor.

Eileen Van Wart  
Notary Public (Affix stamp)

EILEEN VAN WART  
Notary Public, State of New York  
No. 4876314  
Qualified in Suffolk County  
Commission Expires Dec. 22, 1992



RESOLUTION NO. 186 - 1989, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH THE LONG ISLAND RAILROAD COMPANY AND AN AMENDED SUBLEASE AGREEMENT WITH THE VILLAGE OF GREENPORT FOR A STATION BUILDING SITUATED ON THE SOUTH SIDE OF WIGGINS STREET BETWEEN FOURTH STREET AND GREENPORT HARBOR IN THE VILLAGE OF GREENPORT, NEW YORK, FOR USE BY THE COUNTY AS A POLICE STATION TO BE INSTALLED BY THE VILLAGE OF GREENPORT

WHEREAS, there is an existing lease between the County (Lessee) and the Long Island Railroad Company (Lessor) dated August 14, 1981, covering this facility, as authorized by Resolution No. 428-1981 for a term of 50 years; and

WHEREAS, there is an existing sublease agreement between the County and the Village of Greenport (Sublessee), dated December 22, 1982 for the balance of the 50 year period of the lease between the County and the Long Island Railroad Company; and

WHEREAS, the Village of Greenport and the County have now determined that they wish to amend that lease and sublease in a single agreement in order to increase the space leased from the Lessor to include five hundred twenty-eight (528) square feet in the Lessor's station currently used by the Lessor for snack bar; and

WHEREAS, the parties have determined that the Village shall use this additional space for the installation of a police station by the Village; and

WHEREAS, the Village has agreed to perform and fund all necessary construction in accordance with the Lessor's requirements; and

WHEREAS, the County shall in no way be liable for the costs of actually constructing the new facility or converting the present station building; and therefore, be it

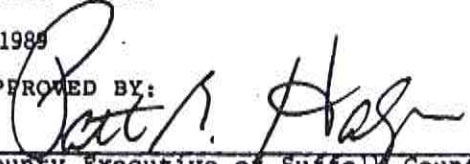
RESOLVED, that the County Executive is hereby authorized to execute an amendment to the lease with the Long Island Rail Road Company, Station Building, Sutphin Boulevard, Jamaica, New York 11435, and to execute an amendment to the sublease with the Village of Greenport in the form of a single agreement consistent with the terms of the draft agreement attached hereto as Schedule and it is understood that the Village is to reconstruct the premises at its own cost and expense; and be it further

RESOLVED, that the Long Island Rail Road Company, as landlord, shall have use of the premises as a transportation facility as defined in the agreement and be it further

RESOLVED, that the premises shall be under the authority of the County Department of Public Works.

DATED: March 15, 1989

APPROVED BY:

  
County Executive of Suffolk County

Date of Approval: 3-20-89

RESOLUTION NO. 186 - 1989, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH THE LONG ISLAND RAILROAD COMPANY AND AN AMENDED SUBLEASE AGREEMENT WITH THE VILLAGE OF GREENPORT FOR A STATION BUILDING SITUATED ON THE SOUTH SIDE OF WIGGINS STREET BETWEEN FOURTH STREET AND GREENPORT HARBOR IN THE VILLAGE OF GREENPORT, NEW YORK, FOR USE BY THE COUNTY AS A POLICE STATION TO BE INSTALLED BY THE VILLAGE OF GREENPORT

WHEREAS, there is an existing lease between the County (Lessee) and the Long Island Railroad Company (Lessor) dated August 14, 1981, covering this facility, as authorized by Resolution No. 428-1981 for a term of 50 years; and

WHEREAS, there is an existing sublease agreement between the County and the Village of Greenport (Sublessee), dated December 22, 1982 for the balance of the 50 year period of the lease between the County and the Long Island Railroad Company; and

WHEREAS, the Village of Greenport and the County have now determined that they wish to amend that lease and sublease in a single agreement in order to increase the space leased from the Lessor to include five hundred twenty-eight (528) square feet in the Lessor's station currently used by the Lessor for snack bar; and

WHEREAS, the parties have determined that the Village shall use this additional space for the installation of a police station by the Village; and

WHEREAS, the Village has agreed to perform and fund all necessary construction in accordance with the Lessor's requirements; and

WHEREAS, the County shall in no way be liable for the costs of actually constructing the new facility or converting the present station building; nor therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute an amendment to the lease with the Long Island Rail Road Company, Station Building Sutphin Boulevard, Jamaica, New York 11435, and to execute an amendment to the sublease with the Village of Greenport in the form of a single agreement consistent with the terms of the draft agreement attached hereto as Schedule and it is understood that the Village is to reconstruct the premises at its own cost and expense; and be it further

RESOLVED, that the Long Island Rail Road Company, as landlord, shall have use of the premises as a transportation facility as defined in the agreement and be it further

RESOLVED, that the premises shall be under the authority of the County Department of Public Works.

DATED: March 15, 1989

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, N.Y.

This is to Certify That I, ELISABETH TAIBBI, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on March 15, 1989 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

*Elisabeth Taibbi*  
.....  
Clerk of the County Legislature

SCHEDULE A

AMENDMENT OF LEASE AND SUBLEASE  
ACCOUNT NO. 800-999-9880-1  
LIZ-2320

LEASE DATED: AUGUST 14, 1981  
SUBLEASE DATED DECEMBER 22, 1982

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_, 1988 between Long Island Rail Road Company (hereinafter referred to as Lessor) and the County of Suffolk (hereinafter referred to as Lessee) and the Village of Greenport (hereinafter referred to as Sublessee).

WHEREAS Lessor and Lessee are parties to a Lease Agreement dated August 14, 1981 pertaining to four parcels of land containing 108,720 square feet, more or less, together with a portion of Lessor's passenger station building and other facilities thereon, situated south of Wiggins Street, between Four Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, hereinafter referred to as the Demised Premises as more particularly described in the Lease Agreement; and

WHEREAS, Lessee subleases the Demised Premises to the Sublessee under a Sublease Agreement dated December 22, 1982; and

WHEREAS, this agreement when duly executed by Lessor and Lessee and Sublessee will constitute a binding amendment to the above-referenced Lease and Sublease.

NOW, THEREFORE, Lessor and Lessee and Sublessee, in consideration of the covenants and mutual agreements herein stated, hereby agreed to amend the above-referenced Lease Agreement and Sublease Agreement as follows:

- 1) The Demised Premises is hereby increased to include approximate Five Hundred and Twenty-Eight (528) square feet in Lessor's aforementioned station building, previously reserved to Lessor on page 2(A) of the aforementioned Lease Agreement, for a snack bar and other purposes and which shall be used by Lessee for the installation of a police station by Sublessee and for no other purpose. This provision supercedes that provision in the Lease Agreement on page 2(A) whereby Lessor reserves certain rights in the station building.
- 2) In no event shall Lessee authorize Sublessee to install, operate, lease, license or otherwise permit any concessions or other commercial activity within any portion of the station building without securing the prior written consent of Lessor.
- 3) The aforesaid station building and the land lying thereunder shall be exempt from Article II of the Lease Agreement pertaining to termination by Lessor for corporate purposes. This shall not be construed in any way as a waiver of Lessor's right to terminate this Lease in the event of default in the performance of any covenants and agreements in the Lease or Sublease Agreements, or any amendments or riders thereto, on the part of the Lessee or Sublessee to be performed.
- 4) Notwithstanding the foregoing, should Lessor, by its sole determination, deem it necessary or desirable during the term of the Lease Agreement and Sublease Agreement, to operate an actual passenger waiting room and/or ticket sales function in connection with the operation of its railroad (hereinafter referred to as Facility) on the demised premises Lessee shall require Sublessee at Sublessee's sole cost and expense, and in all respects satisfactory to Lessor and adequate for its Facility requirements, to either: (a) construct a new Facility; or (b) convert the aforementioned station building (which presently exists on the Demised Premises but is not operated as such) into such a Facility; or (c) provide adequate space in the passenger station to satisfy Lessor's Facility requirements. Should option (c) be elected and approved by Lessor, this in no way limits Lessor's right in the future to require options (a) or (b) to satisfy its Facility requirements. The timetable for completion as well as the design and construction specifications for

Facility shall be provided by Lessor, and Lessor shall supervise all construction. All reservations in the Lease Agreement and a Sublease Agreement pertaining to Lessor's use of the Demised Premises in connection with its existing or future railroad/transportation purposes shall apply relative to Lessor operation of said Facility.

Sublessee shall comply with any and all of Lessor's design and construction specifications, requirements and timetable therefore. Lessee shall in no way be liable for the costs actually constructing the new Facility or converting the present station building as aforesaid.

Should Sublessee fail to comply with the conditions for said Facility referenced above to Lessor's satisfaction, Lessor shall cause Lessee to terminate the Sublease dated December 22, 1982 referenced herein, upon thirty (30) days prior written notice to Sublessee and whereby Lessee shall take all steps necessary to expeditiously gain possession of the Demised Premises for Sublessee and Lessee shall bear all costs of doing so. Should Sublessee notify Lessor and Lessee that execution of option (to satisfy Lessor's Facility requirements, is impractical for Sublessee, then Lessor, Lessee and Sublessee shall amend the Lease and Sublease Agreements to exclude the former passenger station building and Lessor shall regain full possession of same. Lessee and Sublessee shall vacate the station building and Lessee shall regain full possession of same. Lessee and Sublessee shall vacate the station building removing all property, materials and improvements effected by Lessee and Sublessee during the term therein and Lessee and Sublessee shall have no rights whatsoever to said station building.

Lessee's and Sublessee's failure to comply in any respect aforesaid shall be deemed a default by Lessee and Sublessee under the Lease and Sublease Agreements and Lessor may then, at its option, exercise any and all rights reserved in said Lease and Sublease Agreements or any related agreements or provided by law in the event of default including, without limitation, termination.

- 5) Except as herein specifically amended, all the terms, conditions and covenants of the Lease Agreement dated August 14, 1981 and Sublease Agreement dated December 22, 1982 shall remain in full force and effect.

LESSOR:

LONG ISLAND RAIL ROAD COMPANY

By: \_\_\_\_\_  
Bruce McIver  
President

LESSEE:

COUNTY OF SUFFOLK

By: \_\_\_\_\_  
Patrick Halpin  
County Executive

SUBLESSEE:

VILLAGE OF Greenport

By: \_\_\_\_\_  
George Hubbard  
Mayor

VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
SPECIAL MEETING  
APRIL 23, 1992

ACTION TAKEN BY THE GREENPORT BOARD OF TRUSTEES:

At a special meeting of the Greenport Board of Trustees held at Fire Station Number 1, Third and South Street, Greenport, NY a motion was made by Mayor Pell, seconded by Trustee Clarke and carried to authorize to execute the indemnification agreement between the County of Suffolk and the Incorporated Village of Greenport as follows:

INDEMNIFICATION AGREEMENT

BETWEEN the County of Suffolk, a municipal corporation with offices at Center Drive, Riverhead, New York 11901 (COUNTY), and the Incorporated Village of Greenport, a municipal corporation with offices at 236 Third Street, Greenport, NY (VILLAGE)

WHEREAS, the County is the lessee of certain premises known as the L.I.R.R. Station at the Greenport Dock from the Long Island Railroad Co. (LIRR) as lessor, and

WHEREAS, the Village is desirous to sublease a portion of the station premises for use as a police substation and maritime museum, and

WHEREAS, the sublease between the County and the LIRR imposes certain obligations upon the County in connection with the use of the subleased premises which is contemplated by the sublease to be in the sole possession and control of the Village

NOW THEREFORE, in consideration of the granting of the sublease the County to the Village:

The Village hereby agrees to indemnify and hold harmless the County from any and all losses, claims, costs, liens and expenses incurred by the County arising out of the liability imposed by the Long Island Railroad Co. in paragraphs numbered 1 and 2 of the Amendment of Lease and Sublease for the LIRR station building, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, etc. the Village of Greenport, pursuant to authority granted by a resolution of its Village Board executes this Agreement by its Mayor William R. Pell III.

COUNTY OF SUFFOLK

20<sup>th</sup> W. R. Pell III, Mayor  
WILLIAM R. PELL, III

[Signature]  
By: ERIC A. KOFF  
Chief Deputy County Executive

Date: April 24, 1992

Date: 11/5/92

APPROVED AS TO FORM

[Signature]  
ROBERT J. CIMINO  
Suffolk County Attorney  
Suffolk County Attorney  
Date: May 21, 1992

Roll Call:	Mayor William R. Pell, III	Yes
	Trustee Victoria Swensen	Yes
	Trustee Stephen Clarke	Yes
	Trustee William Allen	(Absent)*
	Trustee John Costello	Yes

\*Trustee William Allen signed the waiver of special meeting, however, left before a vote was taken.

CERTIFICATION

STATE OF NEW YORK)

ss

COUNTY OF SUFFOLK)

THIS IS TO CERTIFY THAT I, Lorna M. Catus, Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Board of Trustees of the Village of Greenport of said county on April 23, 1992, and that the same is a true and correct transcript of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

April 23, 1992  
Date

*Lorna M. Catus*  
Lorna M. Catus, Village Clerk

SEAL

SUBLEASE made this <sup>22<sup>nd</sup></sup> day of ~~December~~, 1982, by and between the COUNTY OF SUFFOLK, a municipal corporation of the State of New York, having its principal offices at the County Center, Riverhead, New York, 11901 (hereinafter referred to as the "Lessee<sup>A</sup>"), and the VILLAGE OF GREENPORT, an incorporated village of the State of New York, having its principal offices at 236 Third Street, Greenport, New York, 11944 (hereinafter referred to as the "Sublessee").

WHEREAS, Lessee has leased real property containing 108,720 square feet, more or less, from the Lessor, Long Island Rail Road Company, known as Parcel Nos. 1, 2, 3 and 4 in agreement dated August 14, 1981 and marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Sublessee desires to obtain this real property to be used for docking of fishing and pleasure boats, fishing dock, museum, parking, and roadway purposes; and

WHEREAS, the parties hereto desire to enter into a sublease agreement defining all rights, duties and liabilities of the parties hereto;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Lessee has leased real property consisting of 108,720 square feet and a station building and pier, as more fully described in Exhibit "A" attached hereto, in the Village of Greenport, County of Suffolk, State of New York, from the LONG ISLAND RAIL ROAD COMPANY, a corporation of the State of New York, with principal offices at Jamaica Station Building, Sutphin Boulevard and Archer Avenue, Jamaica, New York, 11435 (hereinafter referred to as the "Lessor"). Lessee demises the entire premises to the Sublessee.

2. Sublessee hereby acknowledges that Lessee is leasing the subject property from Lessor under a basic lease dated August 14, 1981, attached hereto as Exhibit "A", which basic lease is incorporated herein by reference, as fully as if the terms and provisions thereof were set forth in full herein; and Sublessee agrees, except as otherwise herein provided, to assume and be bound by the same responsibilities, rights, privileges and duties that Lessee has from Lessor and Sublessee shall fully indemnify Lessee against any responsibility or liability that Lessee may incur by virtue of this Sublease or the occupancy by Sublessee of the demised premises pursuant to the basic lease dated August 14, 1981, as incorporated herein. Sublessee shall add to this Sublease any amendment, revision, supplement, or addition to the lease between Lessee and Lessor and keep Lessee indemnified



against all actions, claims and demands whatsoever in respect to the covenants, conditions and stipulations in the basic agreement, provided, however, that Sublessee shall not be liable for any additional responsibilities if the basic lease is amended unless it is a party to or consents in writing to such modification. Any existing lease or sublease between the parties is cancelled upon the effective date of this sublease.

Sublessee shall have the right at any time, at the expense of the Lessee, to take any action required of Lessee under the lease of August 14, 1981, that Lessee fails to timely perform and that may be necessary to prevent a default under the terms of that lease.

In the event that Lessee shall have the right to proceed against or to otherwise enforce any rights against Lessor, the Long Island Rail Road Company or any other party, under the lease dated August 14, 1981, due to default of Lessor or another party, and Lessee fails within a reasonable period after written request by Sublessee to enforce the rights, Sublessee shall have the right, except as otherwise provided herein, whether in its own name or in the name of Lessee, to enforce any rights of Lessee. Sublessee's enforcement of any rights shall be at its own expense and it shall indemnify Lessee against all expenses, including reasonable counsel fees,

that Lessee may incur in connection with any proceeding so undertaken. From any damages or other amount of recovery obtained by Sublessee, Lessee shall be compensated for any injury or loss sustained by him as a consequence of the default by Lessor or any other party and the amount recovered shall otherwise be the property of the Sublessee.

3. The premises demised under this Sublease are to be used by Sublessee for docking of fishing and pleasure boats, fishing dock, museum, parking and roadway purposes, and all purposes as allowed under the lease between Lessor and Lessee.

4. The term of the Sublease shall be for the balance of the fifty (50) year period of the lease between Lessee and Lessor, unless sooner terminated by breach of the terms and conditions of this agreement or the original lease agreement. Said term shall commence on the execution and delivery of this sublease and terminate on the 30th day of June 2031.

5. Sublessee shall pay to Lessee, as basic rent, Twenty (\$20.00) Dollars for the term of the lease, payable on the signing of this agreement and One (\$1.00) Dollar per year (payment waived) on the anniversary date of the lease.

6. All water and sewer services furnished on the premises shall be at the expense of the Sublessee. The Sublessee shall be responsible for all other charges as found

in the lease of the premises between Lessor and Lessee. All other utilities required by Sublessee on the premises, including but not limited to gas, electricity and telephone services, shall be obtained by and at the expense of Sublessee.

7. Lessee at all times during the term of this lease shall keep the station building and dock erected and maintained on the herein demised premises insured in favor of the Lessor against loss or damage by fire and extended coverage (including debris removal) and as to the dock, damage caused by floating ice, collision with any ship or vessel or floating substance, action of the elements (excepting tornadoes, hail and earthquakes) and/or collapse, in insurance companies of generally recognized responsibility and credit to an amount equal to the full insurable value thereof. Said policy or policies of insurance shall be filed with the Lessor. In case the Lessee fails to provide such insurance, the Lessor may procure the same and pay the premiums therefor and add the amount thereof to the next installment of rent falling due, and the same shall be deemed additional rental reserved hereunder, payable by the Lessee on the next day provided for the payment of rent succeeding the payment of such premiums by the Lessor. In connection with the demolition and reconstruction of the dock the Lessee shall provide the insurance required under paragraph 16 of the basic lease.

All sums due by reason of loss under said policies shall be made payable to Lessor. Notwithstanding the above, Sublessee shall take out and maintain liability insurance for damage to property or any injury to persons caused by conditions or activities on the premises caused by negligence of Sublessee. Sublessee shall indemnify Lessor and Lessee against all claims arising therefrom and shall carry liability insurance insuring Lessee, Sublessee and Lessor against any claims in amounts to be approved by Lessor, in accordance with the lease dated August 14, 1981 between the Lessee and the Long Island Rail Road Company.

8. Sublessee shall not cause or allow any undue waste on the premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the premises relating to matters not covered elsewhere in this Sublease, provided that Sublessee shall not be required to make any alterations, additions or improvements to the premises in order to conform with this Sublease.

9. Subject to the obligations of Lessee under the original lease, Sublessee, unless herein specified to the contrary, shall maintain the premises in good repair and tenantable condition during the continuance of this Sublease.

10. Sublessee shall not make any alterations, additions, or improvements on or to the premises without first obtaining the written consent of Lessee and Lessor; and all alterations, additions, and improvements shall become property of Lessor and remain on and be surrendered with the premises as part thereof at the termination of the Sublease without disturbance, molestation or injury. Nothing contained in this provision shall prevent Sublessee from removing office machines, equipment and fixtures which can easily be removed without damage to the real property.

11. The maintenance of the dock will be the responsibility of the Sublessee. The Sublessee shall be responsible for snow and ice removal from the surface of the dock.

12. Sublessee shall allow Lessor or Lessee or the agents or employees of either, the free access to the premises at all reasonable times for the purpose of inspecting or of making repairs, additions or alterations to the premises or any property owned by or under control of either party.

13. Sublessee shall not assign this sublease or sell or sublet the premises subleased herein, or any part thereof or interest therein, without written consent of the Lessee.

This Sublease shall not be assigned by operation of law. Any attempt to sell, assign or sublet without consent of Lessee shall be deemed as a default by Sublessee, entitling Lessee to re-enter the premises.

14. If Lessor or Lessee fail or neglect to perform the Sub-lease or the provisions of the original lease between them, then Sublessee may, after reasonable notice in writing of not less than ninety (90) days, terminate this lease.

15. If Sublessee violates or defaults in any of the provisions of this Sublease, then Lessee may cancel this Sublease by giving the notice required herein and re-enter the premises.

16. The waiving of any of the provisions of this lease by either party or the Lessor shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the party or any other terms of this Sublease.

17. Sublessee shall surrender the premises within thirty (30) days from receipt of notice of termination of this Sublease.

18. The foregoing Sublease is made with the full knowledge and agreement of Lessor of the premises, and Lessor accepts the Sublease herein but retains all rights

to approve or disapprove any future Sublease between Lessee and Sublessee, between Lessee and any other party, or between Sublessee and any other party.

19. Lessee is about to demolish the existing dock and erect a new one at its sole expense. In connection therewith it may dredge, conduct related operations and in the course of the work may use some of the premises for the storage of materials and equipment. Sublessee has no obligation under paragraph 20 of the basic lease. The responsibility of the Sublessee for the maintenance and repair of the dock is entirely prospective and refers to the new construction upon its completion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF SUFFOLK

By: *Peter Lohman*  
County Executive

Approved as to form.

By: *William E. Kent*  
County Attorney by  
Chief Deputy

VILLAGE OF GREENPORT

By: *George W. Hill*  
Mayor

Attested By: *Kenneth W. Cook*  
Village Clerk

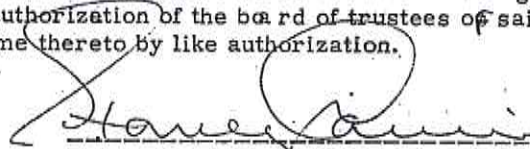
Approved as to form.

*David [unclear]*  
Special Village Attorney

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss.:

On the 22<sup>nd</sup> day of December, 1982, before me personally came George W. Hubbard, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 178 Central Avenue, Greenport, New York, that he is the mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing sublease, that he knows the seal of said village, that the seal affixed to said sub-lease is such village seal, that it was so affixed by the authorization of the board of trustees of said village and that he signed his name thereto by like authorization.

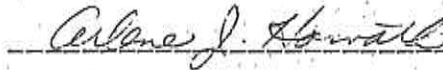


STANLEY S. CORWIN  
NOTARY PUBLIC, State of New York  
Suffolk County No. 52-5526401  
Term Expires March 30, 1984

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss.:

On the 10<sup>th</sup> day of January, 1983, before me personally came Peter F. Cohalan, to me known, who, being by me duly sworn, did depose and say that he resides at 203 Woodburyville Road, Greenport, N.Y., that he is the county executive of Suffolk County, the municipal corporation described in and which executed the foregoing sub-lease, that he knows the seal of such county, that the seal affixed to such lease is the seal of said county and that the seal was affixed and he signed his name to said sub-lease by virtue of his office as county executive and the authorization of the county legislature.



ARLENE J. HORVATH  
Notary Public, State of New York  
No. 52-3271450, Suffolk County  
Term Expires March 30, 1984





This Agreement made the 14<sup>th</sup>  
day of August, One thousand nine hundred and eighty-one

(1981), between THE LONG ISLAND RAIL ROAD COMPANY, a Corporation of the State of New York, with principal office at Jamaica Station Building, Sutphin Boulevard and Archer Avenue, Jamaica, New York 11435 hereinafter called Lessor, of the one part, and COUNTY OF SUFFOLK, a municipal corporation, with offices at the County Center, Riverhead, New York

hereinafter called Lessee, of the other part;

WITNESSETH, that Lessor, for and in consideration of the rent, covenants and agreements hereinafter mentioned, reserved and contained on the part of Lessee to be paid, kept and performed, does hereby demise and lease unto Lessee, and Lessee does hereby hire, take and lease from Lessor ALL THOSE CERTAIN FOUR (4) PARCELS of land containing a total of ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED AND TWENTY (108,720) square feet, more or less, situated south of Wiggins Street, between Fourth Street and Greenport Harbor, in the Village of Greenport, County of Suffolk, State of New York, as shown in red outline on print of Lessor's plan dated February 1, 1981, marked "Exhibit A" attached hereto and made a part hereof;

PARCEL #1 - South of Wiggins Street, east of Fourth Street, north of Lessor's operating rail, containing 44,600 square feet, more or less, of land, together with Lessor's station building thereon;

PARCEL #2 - Southeast of and abutting Parcel #1, containing 4,750 square feet, more or less, of filled-in land;

PARCEL #3 - East of Fourth Street, south of Lessor's operating rail, containing 58,950 square feet, more or less, of land, together with Lessor's bulkheading, turntable and non-operating rail facilities thereon;

PARCEL #4 - Triangular parcel situated between the existing dock and Parcel #3, containing 420 square feet, more or less together with bulkheading thereon.

Together with all rights, if any, Lessor may hold to lands under water abutting the above described property;

Together with the right and privilege hereby granted to the Lessee to demolish and remove, at the Lessee's sole cost and expense, Lessor's existing dock, in accordance with the provisions of Paragraph 20 as hereinafter provided.

Reserving unto the Lessor, its tenant North Fork Ferry Company, Inc. or such other persons as Lessor may authorize to use its property adjoining the herein demised premises to the north the right of access across the demised premises and Lessee hereby agrees it will not allow its waterfront construction or operations to interfere, hinder or impede the water access to said property.

RESERVING unto the Lessor the right to maintain, operate, modify, enlarge, repair, replace or renew any and all existing railroad facilities on, over, or under the herein demised premises (including, but not limited to the existing station ticket office and waiting room facilities), as well as the right to install, maintain and operate future railroad or other transportation facilities that may be desirable, with the further right of Lessor and anyone authorized by Lessor at any and all times to enter upon the said premises for the purpose of utilizing, operating, maintaining, repairing or renewing all existing and future railroad or other transportation facilities. Nothing in this paragraph contained shall limit the right of Lessor, at its option, to terminate the lease in accordance with provision II hereof, in the event that any part of the demised premises is needed for its corporate purposes or in any other event specified in provision II.

FURTHER RESERVING unto the Lessor the right to lease, license, grant and/or convey to any party whatsoever rights for the installation, construction, maintenance, repair and renewal of pole, wire and pipe lines, on, over, under and across the herein demised premises.

Improvements

TOGETHER with the privilege of constructing (at a cost not to exceed \_\_\_\_\_) and obligation of constructing and/or ~~and~~ maintaining thereon, at Lessee's sole cost and expense, but in all respects satisfactory to Lessor, the following improvements and structures, upon the condition that Lessee shall not construct any other improvements, structures, or make any additions or alterations to the improvements and structures constructed on the demised land without the prior written consent of Lessor: 1) Dock.  
2) Bulkheading along waterfront of the demised property.  
3) Lessor's turntable and related facilities. Lessee shall not be obligated by this lease to restore same to working order but shall maintain these facilities in the interest of public safety.  
4) Lessor's station building, including all areas which may now or in the future be used by the railroad for its corporate purposes.

Lessee's existing improvements and structures to be maintained thereon by Lessee, including grading and paving, including a roadway across the demised premises, running from Third Street to Fourth Street so as to relieve traffic congestion; it being expressly understood that such a roadway is not to become a public roadway and the right to use it by Lessee and such persons as Lessee may designate shall terminate upon the termination of this lease, and Lessee agrees to defend, indemnify, hold harmless and protect Lessor from any claim that said roadway has become a public road or impressed with a public interest by prescription, user or otherwise.

Term

TO HOLD the said premises for and during the term of FIFTY (50) YEARS commencing on the FIRST day of JULY, 1981, and ending on the THIRTIETH day of JUNE, 2031, (unless sooner terminated as hereinafter provided) at and for the rent or sum of ONE (\$1.00) DOLLAR, Payment Waived.

payable without any previous demand therefor in equal payments of

in advance, on the

Treasurer

at the office of the Lessor's General Manager, Property and Purchases, Jamaica Station Building, Jamaica, New York 11435 or at such other place as Lessor may, from time to time, designate.

Additional Rent

TOGETHER with a further sum to be paid to the Lessor when demanded that shall be equal to all water and sewer rents on the demised premises and all taxes levied, assessed or payable against any and all improvements and structures heretofore or hereafter constructed and maintained thereon; also assessments for public improvements levied, assessed or payable against the demised premises.

In the event that the Lessee desires to use any portion of the demised premises or the facilities thereon, including but not limited to the dock, for any revenue producing purpose, including but not limited to any fees, permits, rents, charges or compensation, Lessee shall and will first obtain Lessor's written approval for the intended purpose. Lessee shall submit a written request for Lessor's necessary approval, together with a description of the nature and purpose of the fees, etc., including the amount of the fees, etc. and an estimate of annual revenue to be realized. Lessor, at Lessor's option, shall have the right to share in such revenue derived from Lessee's operations at the site to such an extent as shall be mutually agreed upon in each instance.

FURTHER RESERVING unto the Lessor the right to lease not less than 528 square feet of its station building for snack bar purposes, including the right to retain the rental income therefrom; also the right to lease and/or license taxi, bus, coffee truck, newsstand, telephone and vending machine concessions, as well as any other concessions deemed desirable for the convenience of Lessor's customers, with the right to retain the income therefrom, as long as the operation of these concessions does not interfere with Lessee's operations on the herein demised premises.

That Lessee hereby covenants and agrees to and with Lessor as follows:

Covenant  
to Pay  
Rent

1. To pay the said specified rent, and additional rents, if any, at the times and in the manner above provided, and all damages, costs and charges, in this lease provided for, and in case of non-payment thereof or default in the performance of any of the covenants and agreements in this lease on the part of the Lessee to be performed, or in case the leased premises shall be deserted or vacated or if the Lessee shall assign, sell or sublease during the said term or any renewal or extension thereof, Lessor may enter the same, either by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable for any prosecution therefor, and the Lessee waives the service of any notice, in writing of intention to re-enter, and it shall be lawful for the Lessor to re-enter the said premises, and the same to have again and enjoy, and may proceed according to law not only for the collection of the specific rental and additional rentals above mentioned, but for all damages, costs and charges in this lease mentioned and provided for, and also relet the said premises, as agent of Lessee, for the unexpired term and receive and retain the rent therefor, without releasing the Lessee from any liability, applying any monies collected; First - to the expense of resuming or obtaining possessions; Second - to restoring premises to a rentable condition and then to the payment of the rent and all charges due and to grow due to the Lessor, any surplus to be paid to the Lessee who shall remain liable for any deficiency; or if Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or is sold out by any sale under process of law, then and in such cases the whole rent for the remainder of the term of this lease shall be taken to be due and payable forthwith, and Lessor shall be first paid out of the proceeds of such assignment or sale, or Lessor may proceed according to law to collect the same in the same manner as if, by the conditions of this lease, the rent for the whole term were payable in advance, any law, usage or custom to the contrary notwithstanding. (including station building, turntable, bulkheading and dock)

Re-entry  
and  
Collection  
by Legal  
Proceedings

Lessee to  
Maintain

2. To keep the said premises, improvements and structures thereon, in good order, repair and painted in a satisfactory condition during the term of this lease and upon the expiration or other termination thereof to peaceably quit and deliver said premises to the Lessor in good order, repair and condition, reasonable wear and damage by accidental fire and other casualties only excepted.

~~Use~~

~~3. Not to use or occupy the said premises for any purpose whatsoever than as site for construction and maintenance of above mentioned improvements and structures and for~~

~~and not to assign or transfer this lease in whole or in part, nor underlet the said premises or any part thereof, or occupy or permit the same to be occupied or used for any business deemed "hazardous" on account of fire or otherwise, which will in any way increase the rate of fire insurance on said premises, or under the penalty of damages and forfeiture of this lease; in the event of breach thereof, the term shall immediately cease and determine at the option of the Lessor as if it were the expiration of the original term~~

Right to  
Inspect,  
Place  
Signs, etc.

4. To permit Lessor or its authorized agents to enter the said premises at any time or times during the continuance of this lease for the purpose of inspecting the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof; it being understood, however, that such action on the part of Lessor shall not relieve Lessee of any obligation assumed by it in this lease to make any such repairs. Lessee further agrees to permit Lessor during the period of Sixty (60) Days prior to the expiration of the term hereby created, to post in a conspicuous place on said premises the usual notices of "To Let" or "For Sale," which shall not be obstructed or mutilated; and to permit Lessor to show the premises to persons interested in leasing or purchasing the same, and Lessee will not, in either event, make demand on Lessor for refund or reduction of rent.

Improvements  
to be Kept  
in Repair

5. To keep the buildings, structures and improvements constructed upon the demised premises, in good order and repair and painted in a presentable condition satisfactory to Lessor; and that no signs or advertisements of any description shall be painted or posted thereon or affixed thereto, except those pertaining to the business of Lessee. Lessee further agrees not to paint, post or place or permit to be painted, posted or placed any other signs or advertisements of any kind whatsoever at, in or about the said premises.

Maintenance  
of Sidewalks,  
etc.

6. That Lessee shall and will keep the sidewalk, if any, fronting the demised premises, free and clear of snow, ice, and any obstructions to the free and safe use of said sidewalk at all times and shall and will keep the sidewalks and curbs in good order, repair and condition, and promptly repair any damage or injury thereto caused in any manner whatsoever.

Gasoline  
Clause

7. That the Lessee shall and will not use or keep gasoline in any form upon the demised premises, except such as may be in the tanks of automotive equipment, without the prior written approval of Lessor's Chief Engineer.

Indemnification  
Clause

~~8. To assume the risk of the premises, and does hereby release and covenant and agree to save and keep harmless, defend and indemnify Lessor from and against all loss, damage or expense whatsoever by reason of breach of any covenant or condition hereof by Lessee or by reason of injury (including death) to person or property arising in any manner or under any circumstances whatsoever from the condition, use or occupancy of said demised premises, including any appurtenant sidewalks or driveways, except where caused by or resulting from the negligence of Lessor.~~

Insurance

~~9. That Lessee shall and will at all times during the continuance of this lease, at Lessee's sole cost and expense, provide Workmen's Compensation Insurance protecting Lessee's legal liability under any Workmen's Compensation Statute, and also procure and maintain Public Liability and Property Damage Insurance, protecting both Lessor and Lessee, in form and amount satisfactory to Lessor, and will furnish to Lessor a copy of the insurance policies.~~

- Additions, Alterations, etc.** 10. Not to make any additions, alterations or improvements to any buildings, improvements or structures upon the demised premises without the prior written consent of Lessor, and all additions, alterations and improvements made by either of the parties hereto to any building, improvement or structure owned by Lessor upon the said premises, except movable furniture, furnishings and trade fixtures placed by Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises upon the termination of this lease, without molestation or injury.
- Responsibility of Lessee to its Employees** 11. That in the performance of any and all work to be done by Lessee under the terms of this lease or which may arise thereunder, result therefrom, or be in any way connected therewith or any operation thereunder, Lessee will furnish all labor and supervisory forces of every kind, and it is expressly understood and agreed that Lessee shall employ, pay from Lessee's own funds and discharge all persons engaged in the performance of such work; and all such persons shall be and remain the sole employees of Lessee and subject to Lessee's exclusive supervision, direction and control.
- Lessee to Comply with All Laws** 12. To comply, at Lessee's sole cost and expense, with all Federal, State and Municipal laws, ordinances, orders, rules and regulations.
- Lessee to Remain Liable** 13. In the event that the relation of the Lessor and Lessee may cease or terminate by reason of the re-entry of the Lessor under the terms and covenants contained in this lease or by the ejectment of the Lessee by summary proceedings or otherwise, or after the abandonment of the premises by the Lessee, it is hereby agreed that the Lessee shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Lessor, and the Lessee expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Lessor during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Lessee waives and will waive all rights to trial by jury in any summary proceedings hereafter instituted by the Lessor against the Lessee in respect to the demised premises or in any action brought to recover rent, or damages hereunder.
- Waiver of Right of Redemption** 14. That Lessee hereby stipulates, agrees to and does hereby waive all rights to redeem under Sections 761 and 763 of the Real Property Actions and Proceedings Law of the State of New York, or any subsequent act which may become a law giving the same remedy during the term of this lease.
- Insurance** 15. That Lessee hereby agrees to purchase and maintain at its sole cost and expense, public liability insurance providing protection against bodily injury liability and property damage liability, arising out of the ownership, maintenance or use of the leased property. Such insurance shall provide a limit of at least \$1,000,000 and shall be extended to include the interests of The Long Island Rail Road Company and Metropolitan Transportation Authority as additional insureds.
- Said insurance shall not limit the Lessee's indemnity to the limits to be carried. Any retention of risk or deductible applicable to the insurance purchased shall not act to the detriment of the Lessor and shall cause the Lessee to provide the defense and indemnification that would otherwise be provided by the insurance.
- Lessee shall furnish to the railroad satisfactory evidence of the insurance in the form of an insurance certificate providing at least fifteen (15) days advance notice of cancellation or material change of the policy.
16. That, in the event the Lessee shall engage in extraordinary repairs, demolition or reconstruction, the Lessee shall cause its contractor to furnish the following insurance prior to and during the entire period of such operation;
- a. A certificate providing evidence of New York State Workmen's Compensation Insurance, and if applicable, endorsed to cover Longshoremen and Harborworkers.
  - b. A certificate of Contractor's Public Liability Insurance covering the contractor's operations with limits of at least \$2,000,000 for bodily injury and property damage liability. The policy should be extended to include Contractor's Protective Liability covering any subcontractor's operations.

- c. An original ~~copy of a~~ Railroad Protective Liability policy, American Association State Highway Organization form, for and in behalf of the Lessor and the Metropolitan Transportation Authority, providing a limit of not less than \$2,000,000 for each occurrence, subject to a \$6,000,000 aggregate limit, covering all damages arising out of bodily injuries or death and injury to or destruction of property, including physical damage to the Lessor's own property. Physical damage to property coverage must be endorsed to cover all property owned by the Lessor, including property in the Lessor's care, custody and control. Definition of designated employees must be endorsed as respects item 3(c) to include any employee of the insured assigned to the work of the contractor for prevention of accidents or protection of property regardless at whose cost such services are borne.

Nothing herein contained shall limit the Lessee's indemnity to the amounts or coverage of the insurance to be furnished.

The Contractor shall furnish satisfactory evidence of the insurance to the railroad in the form of an original policy for c. and certificates of policies a. and b. providing thirty (30) days advance notification of cancellation or material change of the policy.

Indemnification  
Clause

17. Lessee shall defend, indemnify, and hold harmless the Lessor, and the Metropolitan Transportation Authority (MTA) and their respective officers, agents and employees against any and all claims, suits, loss, costs and liability on account of injury to or death of any person (s) whatsoever including officers, agents and employees of Lessor or MTA or damage to any property whatsoever including property owned by Lessor or MTA occurring in, on or about the herein demised premises, irrespective of the actual cause of the injury or damage, except where such injury or damage results from the sole negligence of the Railroad or the MTA, their successors or respective officers, agents, or employees of each such indemnities.

18. Lessee shall maintain unrestricted water access to the dock and the property of the Lessor and shall, at no cost nor expense to the Lessor, cause to be raised any vessel that may sink or submerge and restrict such access.

Use

19. Not to use or occupy the said premises for any purpose whatsoever other than as site for construction and maintenance of above mentioned improvements and structures and for a fishing dock, museum, parking, docking of fishing and pleasure boats, and for roadway purposes; it being understood that such facilities shall be available for the use of persons traveling to Greenport on Lessor's railroad, upon the same terms as they are available to residents of the Lessee, the Town of Southold, or the Village of Greenport, or occupy or permit the same to be occupied or used for any business deemed "hazardous" on account of fire or otherwise, with such determination to be at the sole discretion of the Lessor; all under the penalty of damages and forfeiture of this lease; in the event of breach thereof, the term shall immediately cease and determine at the option of Lessor as if it were the expiration of the original term.

If in the event the Lessor shall consent to any modification of the allowable uses stated above to permit any commercial development or use of the herein demised premises, it is understood and agreed that the Lessor shall be entitled to share in the gross revenue obtained from such commercial development or use to an extent as shall be mutually agreed, but in any event shall not be less than fifty (50%) percent. This shall not be construed as an obligation on the part of the Lessor to grant such consent; the approval by Lessor of any modification to the use clause, as may be requested by the Lessee, shall be at the sole discretion of the Lessor.

20. That the Lessee shall proceed with the demolition of the existing dock and construction of a new dock with reasonable dispatch and will complete same in a workmanlike manner, in conformity with such plans and specifications as may be approved in writing by Lessor's Chief Engineer, as well as any permissions, consents, permits or licenses as may be required by any Federal, State or Local governmental or administrative body, on or before January 1, 1985. If, however, the aforesaid work shall be prevented or prohibited due to circumstances beyond the control of the Lessee, this lease shall continue in full force and effect except that Lessor shall have the right to terminate this agreement, withstanding and supplanting any limitation to the contrary contained in Paragraph II on Page 5, at any time upon giving Lessee 90 days prior written notice.



IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:

I. That upon the expiration of the term hereby created or other termination of this lease, Lessee shall peaceably and quietly leave, surrender and yield up unto the Lessor all the premises described herein, broom-clean including the removal of all waste, rubbish and debris, in good order and repair, ordinary wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises, which shall become the property of Lessor and shall remain upon and be surrendered with the premises, except movable furniture and movable trade fixtures put in at the expense of the Lessee. Further, however, upon written notice from Lessor, Lessee shall and will at Lessee's dole cost and expense do any or all of the following:

- Remove from said premises any improvements, structures and materials thereon not owned by Lessor
- Fill in all holes and depressions in the land
- Level off the surface of the land and leave the same in a condition satisfactory to Lessor

Such removal and restoration shall be complete upon the expiration or other termination of this lease, provided written notice to effect such removal and restoration was given at least 45 days prior to such termination. If such notice was not so given, Lessee shall have 45 days from the time notice is actually given to effect such removal and restoration. Should Lessee, when required or requested, fail, neglect or refuse to so remove said improvements, structures and materials, waste, rubbish and debris, and make the aforesaid restoration, then and in such event Lessor shall have the following rights, which are hereby expressly given it, viz: to remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration at the expense of Lessee, which expense Lessee hereby agrees to promptly pay upon demand; or to sell said improvements, structures and materials and retain the proceeds of such sale, and deliver improvements, structures and materials to the purchaser or purchasers thereof, free and clear of any right, title and interest therein of Lessee, or of any person or corporation claiming through or under Lessee, and without any liability whatsoever to Lessee or to any other person or persons, corporation or corporations, and to remove all waste, rubbish and debris, fill in holes and depressions and level off the surface of the land at the expense of Lessee, which expense Lessee expressly agrees to promptly pay upon demand, or Lessor may, if it so elects in lieu of such sale or removal of said improvements, structures or materials, retain and use same for its own purpose free and clear of any right, title and interest therein of Lessee, or any person or corporation claiming through or under Lessee, and in such latter event they shall become the absolute property of the Lessor.

II. That Lessor shall have the right in the event that it shall sell the demised premises or require the same or any part thereof for its corporate purposes, upon giving Lessee 90 days prior written notice, to terminate this lease at any time during the said term, and on the date specified in said notice, this lease and the term hereby created shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, without liability to the Lessee or any person, persons, corporation or corporations, claiming through or under Lessee. This clause shall apply only to the upland (109,970 square feet) and filled-in land (4,750 square feet) portions of the demised premises, excluding the dock. However, in the event Lessor exercised the right accorded it in this clause, Lessor shall at that time grant the Lessee a license at compensation of \$1.00 per year for access purposes across that portion of the upland and filled-in land leading to the dock from the southerly end of Third Street; such license to be for the unexpired portion of the herein lease. This clause shall also apply in the event the upland and filled-in land portions of the demised premises are required for the use of Metropolitan Transportation Authority, its successors and assigns.

III. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy said demised premises for the time aforesaid, subject to the terms of this lease, without molestation or disturbance from Lessor, its successors and assigns. However, it is expressly understood that no warranty of title to any property is given hereunder, and the leasehold interest herein granted is subject to all encumbrances, conditions and reservations upon or under which Lessor holds its property, as well as to existing agreements.

IV. That Lessee may sublet all or any portion of the herein demised premises to the Town of Southold and/or the Village of Greenport, under and subject to all the terms and conditions of this agreement and terminable concurrently therewith.

~~IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:~~

~~Removal  
Clause~~

~~I. That, upon the expiration of the term hereby created, or other termination of this lease, Lessee shall and will at Lessee's sole cost and expense, remove from said premises any improvements, structures and materials thereon, not owned by Lessor, and all waste, rubbish and debris, fill in all holes and depressions, level off the surface of the land and leave the same in a condition satisfactory to Lessor and such removal and restoration shall be complete upon the expiration or other termination of this lease; should Lessee fail, neglect or refuse to so remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration, then and in such event Lessor shall have the following rights, which are hereby expressly given it, viz: to remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration at the expense of Lessee, which expense Lessee hereby expressly agrees to promptly pay upon demand; or to sell said improvements, structures and materials to the purchaser or purchasers thereof, free and clear of any right, title and interest therein of Lessee, or of any person or corporation claiming through or under Lessee, and without any liability whatsoever to Lessee or to any other person or persons, corporation or corporations, and to remove all waste, rubbish and debris, fill in all holes and depressions and level off the surface of the land at the expense of Lessee, which expense Lessee hereby expressly agrees to promptly pay upon demand, or Lessor may, if it so elects in lieu of such sale or removal of said improvements, structures, or materials, retain and use same for its own purposes free and clear of any right, title and interest therein of Lessee, or any person or corporation claiming through or under Lessee, and in such latter event they shall become the absolute property of the Lessor.~~

~~Fire  
Clause~~

~~II. That if, during the continuance of this lease, the buildings belonging to Lessor are damaged by fire or other casualty, not occurring through Lessee's negligence, that the said premises are rendered wholly unfit for occupancy or if the Lessor shall within a reasonable time decide not to rebuild, then this lease shall cease and terminate from the date of such damage; in such case Lessee shall pay rent apportioned to the time of such damage and shall immediately surrender the leased premises to Lessor, who may enter upon and repossess the same. If such damage can be repaired within sixty days thereafter, Lessor may enter and repair, provided that it shall elect to do so; then this lease shall not be affected, except that rent shall be apportioned and suspended while such repairs are being made; but if Lessor shall elect not to repair, then this lease shall cease and terminate and the rent shall be apportioned as in the instance first above recited; but if the said premises shall be so slightly damaged by fire or other casualty as not to be rendered unfit for occupancy, then Lessor agrees that the same shall be repaired with reasonable promptness, and in that case rent covered or accruing shall not cease or terminate.~~

~~Holdover  
Clause~~

~~III. That unless either party hereto shall give to the other written notice, by legal service, of intention to terminate this lease prior to the end of the term hereinbefore stipulated, this lease shall continue upon the same terms and conditions, subject to termination as hereinafter provided, for a further term of \_\_\_\_\_ and so on thereafter from \_\_\_\_\_ to \_\_\_\_\_ until terminated by either party hereto giving to the other \_\_\_\_\_ written notice, by legal service, prior to the expiration of the then current term.~~

~~Termination In  
Event of Sale or  
Use for Corporate  
Purposes~~

~~IV. That Lessor shall have the right in the event that it shall sell the demised premises or require the same or any part thereof for its corporate purposes, upon giving Lessee three months prior written notice, to terminate this lease at any time during the said term, and on the date specified in said notice, this lease and the term hereby created shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, without liability to the Lessee or any person, persons, corporation or corporations, claiming through or under Lessee, and the rental shall be apportioned as of the date of said termination.~~

~~Termination~~

~~V. That either party hereto shall have the right to terminate this Agreement or Lease at any time hereafter by giving to the other at least ( ) days notice, in writing, by legal service of the intention so to do and upon the expiration of such notice this Agreement shall cease and terminate, and the Lessee shall during the period limited in such notice of termination remove its improvements, structures, goods and property from the premises and restore said premises and deliver possession thereof to the Lessor in as good order, repair and condition as when received and in a condition satisfactory to the Lessor; if the Lessee shall neglect, fail or refuse so to do, Lessor may without further notice to the Lessee and without liability to the Lessee, make such removal and restoration, and Lessee agrees to pay or reimburse Lessor therefor on demand, and Lessee agrees that its failure so to remove and restore shall constitute an abandonment of its said improvements, structures, goods and property and of its title thereto by Lessee, and Lessor may make any disposition thereof, including but not limited to junking or sale thereof and giving title thereto, without being liable to Lessee or any other person, persons, corporation, or corporations for any damage or compensation for any action for or on account of same. Lessee releases and shall defend, protect, indemnify and save harmless Lessor from any such liability. In the event of Lessor exercising its right to terminate this Lease as in this paragraph provided, without breach of covenant on the part of Lessee, but proportionate part of the rent paid in advance shall be refunded to and accepted by Lessee as payment in full for that portion of the term unexpired for which rent was paid at the time Lessor enters upon and resumes possession of the herein demised premises.~~

Termination in  
Event of  
Condemnation

VI. That if the whole or any part of the demised premises shall be taken or condemned by any competent authority, then and in that event, upon the taking of same for such public use, this lease, at the option of the Lessor shall become null and void and the term cease and come to an end upon the date when the same shall be taken, and the rent apportioned as of said date. No part of any award, however, shall belong to the Lessee.

Re-entry in  
Case of Default

VII. That if the said rent, additional rents, damages, costs and charges payable by Lessee shall at any time be in arrear and unpaid or if Lessee shall fail to comply with any other of the covenants, terms and conditions of this lease during said term, or any subsequent term, or with any notice given under the terms hereof, and the same shall not be remedied within FIFTEEN (15) days after written notice thereof given by Lessor to Lessee, then this lease shall terminate and become null and void, and from thenceforth it shall be lawful for Lessor to re-enter upon the said premises, and the same to have again, repossess and enjoy, without any right on the part of Lessee then or thereafter to save the forfeiture by payment of rent due, or by other performance of the covenants, terms and conditions thus violated; and upon such termination Lessee shall peaceably deliver possession of said demised premises to Lessor; and all rights and interests of Lessee to and in this lease and the demised premises shall cease and terminate and end, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, Lessee hereby expressly waiving service of any notice to quit possession, or of intention to re-enter as provided in Section 998 of the Civil Practice Act, or any law of the State of New York.

Notices

VIII. All notices which may or are required to be given by either party to the other shall be in writing and shall be deemed to have been properly given if served personally on an officer of the party for which such notice is intended or if sent by United States Registered Mail, postage prepaid, addressed to the party for which such notice is intended at the address of such party as hereinbefore set forth, or at such other address as such party may from time to time designate in a written notice to the other party.

No Waiver of  
Specific  
Performance

IX. That any failure on the part of Lessor to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

Lessee  
Defined

X. That the word Lessee as used herein shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though herein fully expressed.

Successors  
and Assigns

That all rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of such party.

IN WITNESS WHEREOF, Lessor has hereunto affixed its corporate seal, duly attested, and Lessee has caused this lease to be duly executed, the day and year first above written.

All additions and deletions hereto were made prior to the execution by either party. Sealed and delivered in the presence of approved as to form:

us: Thomas M. Taranto  
General Counsel

per M. Healey  
APPROVED AS TO FORM  
NOT REVIEWED AS TO EXECUTION.

William J. Kewt  
Chief Deputy County Attorney

ATTEST:

THE LONG ISLAND RAIL ROAD COMPANY

BY:

ATTEST:

COUNTY OF SUFFOLK

By:

OK  
12/11

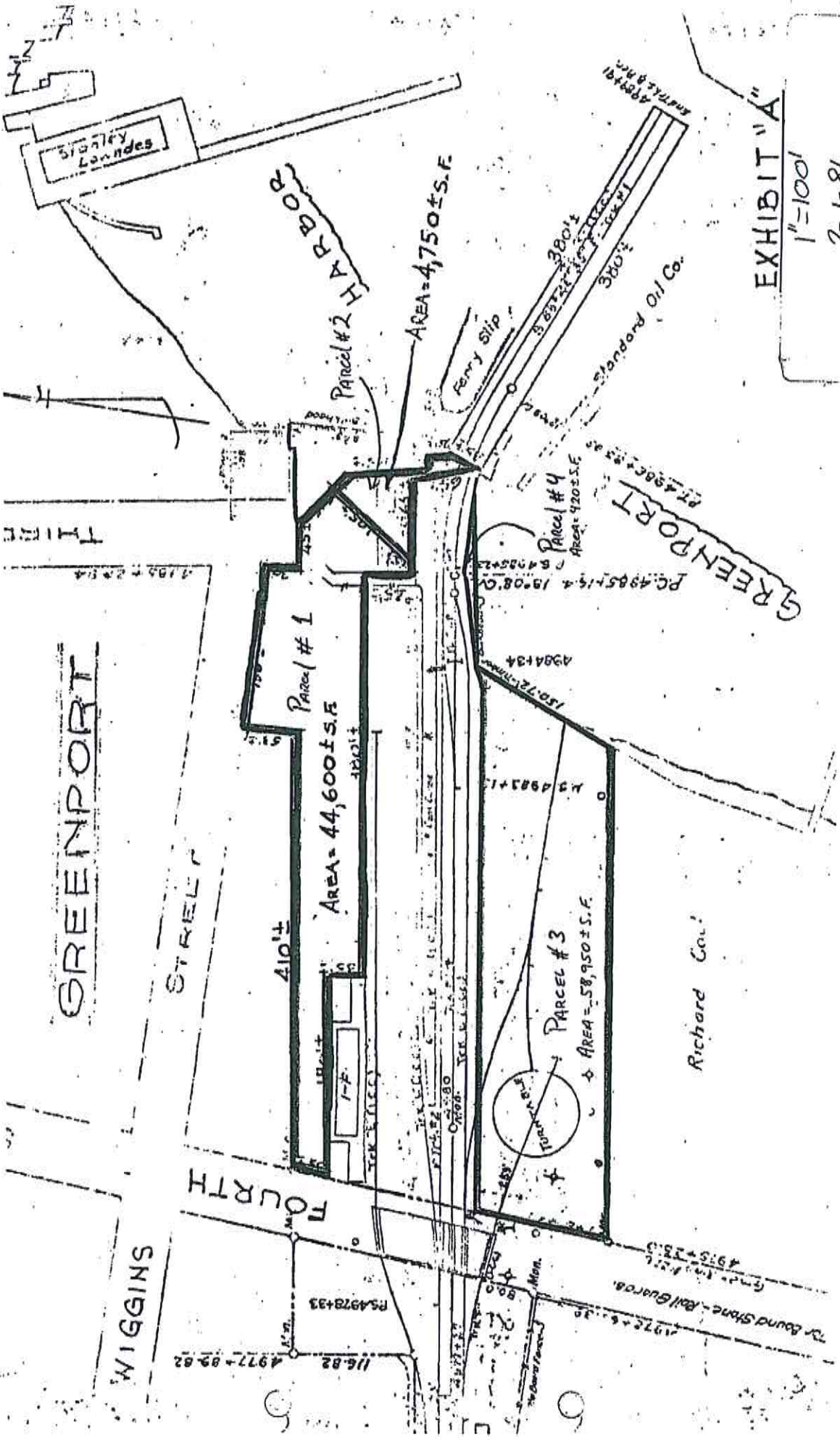


EXHIBIT "A"  
 1" = 100'  
 7-1-91

RENT NUMBER LIZ-2320

P. & P. 3617

LAND  
MAR. 68

# Lease

THE LONG ISLAND RAIL ROAD COMPANY

To

COUNTY OF SUFFOLK

Property Greenport, New York

RENTAL: \$1.00, Payment Waived

7/1/81

Lease commences  
Former Tenant  
Lease forwarded

LIZ-2320

### Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Assignment Agreement") dated Feb 29, 2016 between the COUNTY OF SUFFOLK ("Assignor"), a municipal corporation of the State of New York, located at the H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, 6<sup>th</sup> Floor, Hauppauge, New York 11788 acting through its duly constituted DEPARTMENT OF PUBLIC WORKS ("Department") located at 335 Yaphank Avenue, Yaphank, New York 11980 and the VILLAGE OF GREENPORT ("Assignee"), a municipal corporation of the State of New York, located at 236 Third Street, Greenport, New York 11944

#### RECITALS

**WHEREAS**, Assignor entered into a lease agreement with THE LONG ISLAND RAIL ROAD COMPANY ("LIRR") dated August 14, 1981, as amended, (the "Lease"), for 4 parcels of land containing 108,720 square feet, more or less, (the "Demised Premises") situated south of Wiggins Street, between 4<sup>th</sup> Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, including, but not limited to: (i) a boat dock, (ii) a bulkhead along the waterfront of the Demised Premises, (iii) LIRR's railway turntable and related facilities, (iv) LIRR's station building, (v) a parking lot and (vi) a roadway across the Demised Premises; and

**WHEREAS**, pursuant to the Lease, Assignor was required to replace the existing boat dock and said obligation was performed by Assignor to the satisfaction of LIRR; and

**WHEREAS**, Assignor and Assignee entered into a sublease agreement dated December 22, 1982, as amended, as authorized by LIRR, pursuant to which Assignee assumed and became bound by all the terms and conditions of the Lease in place of Assignor for the remainder of the term of the Lease (the "Sublease"); and

**WHEREAS**, Assignor, Assignee and LIRR entered into a First Amendment of Lease and Sublease dated January 22, 1993 which deleted LIRR's reserved right to use 528 square feet within the station building and allowed Assignee to utilize the 528 square feet in conjunction with its renovation and utilization of the station building as a maritime museum, police substation and welfare facility for LIRR employees at its own cost and expense (the "First Amendment"); and

**WHEREAS**, the Lease and Sublease, as amended, are hereby incorporated into this Assignment Agreement by reference; and

**WHEREAS**, Assignor desires to assign all of its rights, title, interest in the Lease to Assignee for the remainder of the term of Lease to be assumed in total by Assignee; and

**WHEREAS**, Assignee desires to assume all of Assignor's rights, title, and interest in the Lease from Assignor; and

**WHEREAS**, Assignee hereby acknowledges an ongoing management agreement made between Assignee and the EAST END SEAPORT MUSEUM AND MARINE FOUNDATION to operate a maritime museum for the general public within a portion of LIRR's station building at the Demised Premises; and

**WHEREAS**, simultaneously with the execution of this Assignment Agreement, LIRR consents to the assignment and assumption of the Lease by Assignor to Assignee and the release and discharge of the terms and conditions of the Lease as they pertain to Assignor:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective on the date hereof, Assignor hereby assigns and transfers to Assignee all of its rights, title, interest in, to and under the Lease, for the remainder of the term of the Lease, which is set to expire on June 30, 2031.
2. Effective on the date hereof, Assignee hereby accepts and assumes all of Assignor's rights, title, and interest in, to and under the Lease, and agrees to faithfully keep, fulfill, perform and discharge the duties, covenants and obligations of Assignor under the Lease for the remainder of the term of the Lease.
3. Assignor and Assignee agree that upon the effective date of this this Assignment Agreement and the consent to the terms of the Assignment Agreement by LIRR, Assignor is hereby released and discharged from all provisions, terms, conditions, agreements, and obligations of any kind with respect the Lease.
4. Assignee hereby agrees to indemnify and hold harmless Assignor, LIRR, and the Metropolitan Transportation Authority ("MTA"), and the officers, officials, employees, contractors, agents and other persons of these entities from and against all liabilities in tort and contract, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the terms and conditions of the Lease and Sublease, as amended, and this Assignment Agreement. Assignee shall defend Assignor, LIRR, and MTA, and the officers, officials, employees, contractors, agents and other persons of these entities in any suit, including appeals, or at Assignor's option, pay reasonable attorneys' fees for defense of any such suit arising out of the terms and conditions of the Lease, Sublease and/or this Assignment Agreement.
5. Assignee hereby waives, releases and forever discharges Assignor, its successors, executors, administrators, heirs, assigns, officers, officials, employees, contractors, agents and other persons from any and all obligations, duties and covenants, contained in the Lease and Sublease, and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, known or unknown, direct or consequential,



foreseen and unforeseen, matured or unmatured, concealed or in law, admiralty or equity, which against Assignor, Assignee or Assignee's heirs, successors or assigns, ever had, now have, or hereafter can, shall or may have for, upon , or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Assignment Agreement.

6. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns and is entered into solely for the benefit of Assignor and Assignee. No third party shall be deemed a beneficiary of the Assignment Agreement, and no third party shall have the right to make any claim or assert any right under this Assignment Agreement.

7. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of laws.

8. It is expressly agreed that if any term or provision of the Assignment Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Assignment Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Assignment Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Each party represents and warrants, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Assignment Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

[Signature pages follow]

16-PW-065

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement the day and year first written above.

ASSIGNOR:  
COUNTY OF SUFFOLK

By: [Signature]  
Name: Dennis M. Cohen  
Title: Chief Deputy County Executive  
Date: 3/11/16

ASSIGNEE:  
VILLAGE OF GREENPORT

By: [Signature]  
Name: George W. Hubbard, Jr.  
Title: Mayor  
Date: 3/29/2016

APPROVED FOR ASSIGNOR:  
Department of Public Works

By: [Signature]  
Name: Gilbert Anderson  
Title: Commissioner  
Date: 3/10/16

APPROVED AS TO FORM FOR ASSIGNOR:  
Dennis M. Brown, County Attorney

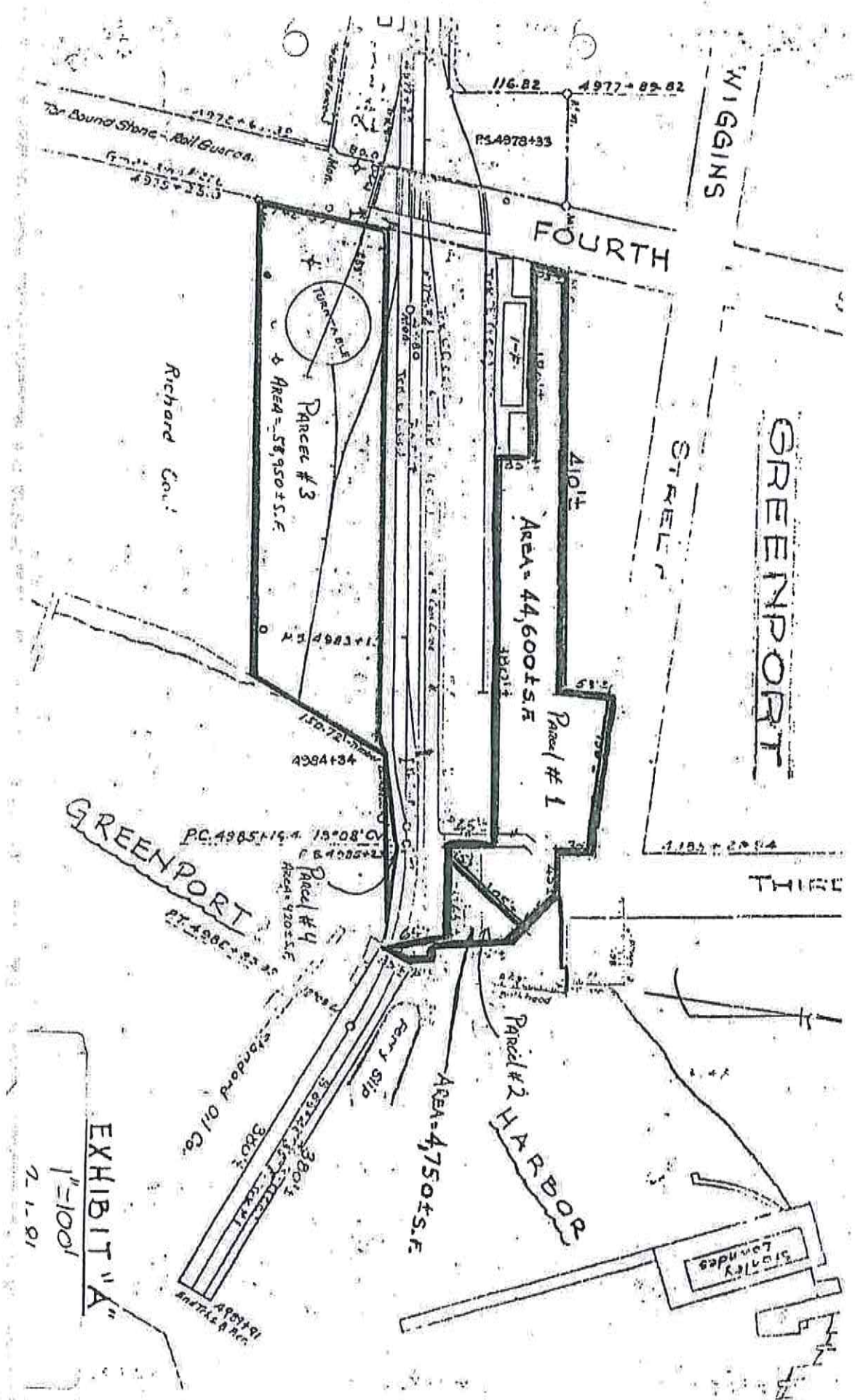
By: [Signature]  
Name: Marisa G. Marletti-Schifano, Assistant County Attorney  
Date: 3/10/16

LIRR CONSENT

The Long Island Rail Road Company, a public benefit corporation of the State of New York, with offices located at Jamaica Station Building, 93-02 Sutphin Boulevard, Jamaica, New York 11435, as Lessor under the Lease, consents to this Assignment and Assumption Agreement as hereinabove stated.

THE LONG ISLAND RAIL ROAD COMPANY

By: [Signature]  
Name: Jeffrey B. Rosen  
Title: Director, Real Estate  
Date: 4/14/16



**EXHIBIT B**

Site Plan

See Attached



**EXHIBIT C**

**Scope of Work**

**See Attached**

## Scope of Work

### Village of Greenport North Ferry Terminal Improvements

Nine (9) alternatives were considered for this project, including the No-Build Alternative. Alternative 4B (Plan Attached) is the Preferred Alternative selected to carry forward into construction. This alternative best satisfies the project requirements and meets the project's goals and objectives. The following is a description of the proposed scope of work:

- Increased On-site Ferry Queue Capacity – Increases on-site ferry queue from 36 vehicles to 74. Six queue lanes are proposed and the footprint of the queue lane will be expanded south into the existing MTA parking lot on the north side of the tracks. The proposed lease area expansion is necessary for this improvement. The new ferry queue lanes will be constructed with full depth asphalt pavement.
- Point of Access to Queue – The proposed ferry queue access will be located on Wiggins Street 130 feet west of 3<sup>rd</sup> Street. Access to the ferry queue from 3<sup>rd</sup> Street will continue to be permitted by creating a short two-way segment on Wiggins Street east of the new ferry queue point of access. Access via eastbound Wiggins Street will remain the primary route to the ferry queue. Additionally, this alternative proposes to install a barrier gate for westbound Wiggins Street that can close and prohibit vehicles from entering into the ferry queue during peak hours of traffic. When the ferry company closes the barrier gate, vehicles will be directed into the north parking lot where they can head back to northbound 3<sup>rd</sup> Street.
- South Parking Lot Improvements – To maximize on-site parking, the parking lot south of the LIRR will be reconfigured from 63 spaces to 91 spaces and will be equipped with the required number of accessible parking spaces. The south parking lot will be resurfaced with an asphalt overlay and areas of full depth pavement will be required where existing grass islands are being removed. The Hampton Jitney bus stop and bicycle storage lockers will be relocated to a new sidewalk area to be constructed on the west side of Larry Tuthill Memorial Park.
- North Parking Lot – A new 21 space parking lot will be constructed with full-depth asphalt pavement. This lot will have an entrance on Wiggins Street immediately east of the proposed ferry queue entrance. The parking lot is one-way from the Wiggins Street Entrance to 3<sup>rd</sup> Street, where vehicles will exit with a "left turn only". The parking lot will

serve as a “kiss and ride” type facility that enables vehicles to drop off passengers and exit back onto northbound 3<sup>rd</sup> Street. The proposed lot includes the necessary number of accessible parking spaces and may have a number of designated short term parking spaces.

- Pedestrian Improvements – New accessible sidewalk and ramps will be constructed providing connectivity to all the existing facilities on the site. An ADA accessible route from the south parking lot to the at-grade pedestrian crossing over the LIRR will be established with a new asphalt overlay that will provide a smooth surface. The existing at-grade pedestrian crossing over the LIRR tracks near the Seaport Museum will be brought to current ADA standards.
- Railroad Museum Area Improvements - The area surrounding the railroad museum will receive parking lot and sidewalk improvements to bring the site up to ADA and PROWAG compliance. A full depth asphalt parking lot with handicap accessibility will be constructed north of the Railroad Museum and a 3 space offstreet parking area will be created off the east side of 4<sup>th</sup> Street north of the railroad tracks.
- Drainage and Stormwater Quality – South of the LIRR, Stormwater runoff from the south parking lot will be treated with a new pre-manufactured stormwater treatment system upstream of the outfall to Greenport Harbor. North of the LIRR, a new subsurface infiltration system will be installed below the parking lot to capture and infiltrate the NYSDEC water quality volume of runoff and ensure that post-construction stormwater discharges from the site are not increased by the proposed improvements.



**VILLAGE OF GREENPORT  
FIREHOUSE BATHROOM RENOVATION PROJECT**

**BID FORM (CONTINUED)**

Name of Bidder: FIDELI CONSTRUCTION INC.

<p><b>VILLAGE OF GREENPORT Firehouse Bathroom Renovation Project</b></p>	
<p><b>GENERAL DESCRIPTION OF WORK: Firehouse Bathroom Demolition Project</b></p>	
<p><b>Total Project Bid Price in Words:</b></p> <p style="font-size: 1.2em;">NINETY-THREE THOUSAND <sup>00/100</sup> DOLLARS</p>	<p><b>Total Project Bid Price in Numerals:</b></p> <p style="font-size: 1.2em;">\$ 93,000<sup>00</sup></p>

ADD ALTERNATIVES	Project Bid Price (In Words)	Project Bid Price (In Numerals)
<p>Add alternate 1 to remove two (2) existing windows and trim, block in and refinish said wall area shall be in the amount of:</p>	<p style="font-size: 1.2em;">TWELVE THOUSAND <sup>00/100</sup> DOLLARS</p>	<p style="font-size: 1.2em;">\$ 12,000<sup>00</sup></p>

VILLAGE OF GREENPORT  
Firehouse Bathroom Renovation Project

BID FORM (CONTINUED)

Name of Bidder: FIOELE CONSTRUCTION INC.

Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to furnish F.O.B. Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

Liquidated damages in the amount of \$250.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.

Signature:



Title:

OFFICE MANAGER.

Date:

JULY 12, 2023

## SHIP VISITATION AGREEMENT

AGREEMENT dated \_\_\_\_\_, 2023 BETWEEN the VILLAGE OF GREENPORT (“Village”), 236 Third Street, Greenport, New York 11944, and Kalmar Nyckel Foundation (“Foundation”), 1124 East seventh street, Wilmington, Delaware 19801 (jointly with the Village the “Parties”) regarding the Kalmar Nyckel (“SHIP”) for the stay by the SHIP at the Village of Greenport Marina as further detailed in this Agreement.

1. SHIP shall arrive at the Village on August 1, 2023 and shall depart on August 14, 2023.

A. In payment for dockage, Kalmar Nyckel will open for 3 hours of FREE deck tours each week to the public at prime tour time (Saturday nights from 4-7pm-perfect for dinner crowds, and into the cooler part of the evening!).

B. Ship will also provide 2 education programs for camps or schools (up to 43 kids per group, and 6 chaperones).

C. Ship shall have the following schedule, subject to changes by mutual agreement of the Parties:

Tuesday, August 1, 2023, arrive from sea

Wednesday, August 2, 2023, USCG inspection sail, 1 public sail (5pm)

Thursday, Aug. 3, 2023, 2 public sails (10am and 3pm)

Friday, Aug, 4, 2023 2 public sails (10am and 5pm)

Saturday, Aug, 5, 2023, 1 public sail (10am), 3 hours of FREE tours for public, to pay for dockage (tours 4-7pm)

Sunday, Aug. 6, 2023, 2 public sails (10am and 2pm)

Monday, Aug. 7, 2023, CLOSED/Maintenance Day

Tuesday, Aug. 8, 2023, CLOSED/Maintenance Day

Wednesday, Aug. 9, 2023 FREE Educational Tours for summer camp/school group (9:30-10:30 and 11-12), up to 43 kids with 6 chaperones per time slot (to pay for dockage) and a public sail at 3 p.m. Note that the Village will provide details regarding the educational tours at least one week prior to the scheduled tour including approximate number of children (up to 43), number of chaperones and contact information for person responsible to receive weather related cancellation notice.

Thursday, Aug. 10, 2023 2 public sails (10am and 4:30pm)

Friday, Aug. 11, 2023 2 public sails (10am and 5pm)

Saturday, Aug 12, 2023 1 public sail (10am), 3 hours of FREE tours for public, to pay for dockage (tours 4-7pm)

Sunday, Aug. 13, 2023 2 public sails (10am and 2pm)

Monday, Aug. 14, 2023 depart

2. The Berth: Upon SHIP's arrival in the Greenport Harbor, the Village shall provide Berthing at the Village of Greenport Rail Road Dock.
3. Public Visitation and Sailing: The Foundation will provide supervised on board public sales, touring and visitation according to the schedule in this Agreement, weather permitting.
4. Foundation will provide and maintain SHIP, properly crewed and equipped as required by marine authorities, in sound structural and operational condition, in the Greenport Harbor at a Berth to be designated by the Village.
5. Foundation or Ship shall name and provide contact information for a Ship Representative to be the communication and contact person with the Village at all times during the Ship's stay in the Village, and if it is a different person, the name and contact information of the senior officer or representative of the Ship and Foundation while the Ship is at Greenport. The Village will name and provide contact information for Village representatives during the stay.
6. For any private functions hosted on board Ship, the Ship shall be responsible for cleanup and trash removal, ensure host liquor liability insurance coverage, and shall hold Village harmless from loss or damage occasioned by its employees, agents or guests.
7. The Village will provide during the stay:
  - a. normal waste trash removal, excluding hazardous or environmentally unsafe products for foreign and domestic garbage upon arrival and at regularly scheduled intervals throughout the stay provided that Ship staff shall be responsible for removing its waste from Ship and placing it in a designated container;
  - b. if available at the berth, access to 208 volt, 30 amp, 2 pole connection; and
  - c. potable water.
8. The Foundation acknowledges and agrees that the Ship Captain has complete and unfettered authority for the health and safety of the crew and safety of the Ship. Should he/she decide, in his/her professional opinion, that for any reason of safety to either the crew of the SHIP and/or guests (including but not limited to bad weather) that the above mentioned dates and times cannot be complied with, or that a technical or mechanical problem (or a combination of any of the above) causes the inability to comply with the agreed upon dates and times, then the Foundation or the Ship has a right to cancel all or part of the stay (or reschedule by mutual agreement). Captain and Foundation shall be responsible for and shall maintain the security and safety of the Ship and its crew.

9. The Ship must be registered, equipped, insured and maintained as may be required by law.

10. Foundation must have and maintain property (\$500,000), liability (\$1,000,000/\$2,000,000) and hull insurance (\$500,000) at all times during the stay, naming the Village of Greenport as additional insured, and provide proof thereof to the Village of Greenport.

11. The Village assumes no and shall not have any liability for the safety of the crew or the Ship or any fire, theft or damage.

12. The Foundation and the Ship agree to indemnify, hold harmless and defend the Village of Greenport and its officers and employees from any liability related to damage to the Ship or claims made against the Village of Greenport or its officers or employees relating to or arising from the stay or the activities of the Foundation or Ship. The Foundation and Ship agree to waive all rights of subrogation against the Village. The Village assumes no responsibility for damage or loss to the Ship or Ship personnel whether caused by severe storm, flood, fire, hail, frost, ice, lightning, tornado, wind, water, explosion, theft, malicious mischief, or other hazard or casualty. In the event of a severe storm or flood, the Foundation is solely responsible to take all emergency measures possible, the Village does not assume any responsibility for said protection and/or damage to the Ship.

13. No services such as mechanical, wood or fiberglass repair or replacement, canvas repair work may take place while the Ship is berthed at the marina.

14. The Village may designate marina quiet hours and other policies and rules.

15. Swimming, diving or fishing from the dock or Ship shall not be permitted at any time while the Ship is at the dock or marina. Children under twelve years of age that board the ship must wear a Coast Guard approved PFD while not berthed.

Village of Greenport

Kalmar Nyckel Foundation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 7 Trans Type: B2 - Amend Status: Batch  
Trans No: 5254 Trans Date: 07/06/2023 User Ref: STEPHEN  
Requested: A HUBBARD Approved: Created by: STEPHEN 07/06/2023  
Description: TO APPROPRIATE SEWER FUND RESERVES TO FUND THE PURCHASE OF A SEWER PUMP FOR MINI RAILROAD AT MOORES LANE  
Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	21,985.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	21,985.00
<b>Total Amount:</b>		<b>43,970.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2024	Period:	7	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5256	Trans Date:	07/10/2023	User Ref:	STEPHEN		
Requested:	M. FLORA	Approved:		Created by:	STEPHEN		07/10/2023
Description:	TO APPROPRIATE RESERVES TO FUND RENTAL CONTAINERS TO PLACE STREET SWEEPING MATERIALS IN					Account # Order:	No
						Print Parent Account:	No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	14,600.00
A.5110.413	TRASH/RECYCLE..	14,600.00
<b>Total Amount:</b>		<b>29,200.00</b>







# VILLAGE OF GREENPORT

## Budget Adjustment Form

Account No.	Account Description	Amount
A.7231.422	DOCKS UTILITIES	50.00
A.7311.400	ICE RINK EXPENSE	11,000.00
A.7520.400	HISTORICAL PROP - LARRY TUTHILL PARK..	800.00
A.7520.403	HISTORICAL PROPERTY..SCHOOLHOUSE	500.00
A.7550.400	RECREATION ADVERTISING AND PROMOTION	420.00
A.8010.400	ZONING CONTRACTUAL EXP..	1,200.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	5,000.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE..	1,700.00
A.8510.200	HISTORIC PRESERVATION COMM.	800.00
A.8620.800	COMM DEV.EMPLOYEE BENEFITS	7,700.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	10,000.00
<b>Total Amount:</b>		0.00







# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 5 Trans Type: B1 - Transfer Status: Batch  
Trans No: 5263 Trans Date: 05/31/2023 User Ref: STEPHEN  
Requested: S. GAFFGA Approved: Created by: STEPHEN 07/13/2023  
Description: YEAR END HOUSEKEEPING FOR FISCAL 2022-2023 FOR FIRE DEPT

Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.3410.412	FIRE.REPAIR & MAINT - BUILD..	-18,800.00
A.3410.200	FIRE DEPT.EQUIPMENT	1,500.00
A.3410.404	FIRE.FUEL OIL..	12,500.00
A.3410.415	FIRE.REPAIR & MAINT - TRANS EQUIP..	2,700.00
A.3410.422	FIRE.OFFICE EXPENSE..	600.00
A.3410.431	FIRE.MULTI PERIL INSURANCE..	400.00
A.3410.447	FIRE.VILLAGE PERSONNEL SERVICES..	500.00
A.3410.450	FIRE.MISC EXPENSE..	600.00
	<b>Total Amount:</b>	<b>0.00</b>

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2024 Period: 7 Trans Type: B2 - Amend Status: Balch  
 Trans No: 5268 Trans Date: 07/20/2023 User Ref: STEPHEN  
 Requested: A. HUBBARD Approved: Created by: STEPHEN 07/20/2023  
 Description: TO APPROPRIATE RESERVES TO FUND THE PARTS AND REPAIR FOR THE  
 HUBER ROTATING PERFORATED PLATE SCREEN AT THE HEADWORKS OF  
 THE WWTP Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	49,200.00
G.8130.205	WASTE WATER TREATMENT PLANT..	49,200.00
<b>Total Amount:</b>		<b>98,400.00</b>

**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

July 20, 2023

THE OMNI  
333 EARLE OVINGTON BLVD, SUITE 901  
UNIONDALE, NEW YORK 11553  
516.880.8484

Village of Greenport  
236 Third Street  
Greenport, New York 11944

JARED A. KASSCHAU  
MEMBER  
DIRECT: 516.880.8106  
FAX: 516.880.8483  
JKASSCHAU@HARRISBEACH.COM

RE: Engagement Letter for Legal Services Between Harris Beach PLLC and the Village of Greenport – Legal Counsel and Special Counsel Services

Dear Mayor and Trustees,

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of the Village of Greenport ("Client"), including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially-interested or related parties (individually "Affiliate," and collectively, "Affiliates").

**Scope of Engagement.** The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"):

1. Legal Counsel, including (a) general municipal advice to elected officials, appointed officials and management staff, (b) attendance at Village Board of Trustees meetings, work sessions and conferences, (c) attendance at Village Zoning Board of Appeals and Planning Board meetings and work sessions, and similar meetings of other Boards or agencies as requested by the Board or Mayor, (d) drafting and review of minutes, legislation, contracts, and other municipal agreements or documents, (e) provide written advisory opinions upon request to elected officials, appointed officials and management staff, (f) draft fiscal policies, employment handbooks, human resources policies, laws, code amendments, resolutions, agreements, and other documents and reports upon request, (g) advise and assist the Village with legal compliance, liability, criminal and civil investigations, procurements, environmental and land use planning, economic recovery, budgeting, development, planning, competitive bidding, freedom of information and open meetings laws, governmental affairs, housing, lending and other matters upon request, (h) maintain availability to act as legal advisor to elected officials, appointed officials and management staff, and perform general legal services in connection therewith not deemed to be within the Scope of Services set forth in Section 2 below, (i) defend tax certiorari proceedings, and (j) represent the Board of Trustees in collective bargaining negotiations and issues arising under such negotiations.
2. Special Counsel, including (a) engage in litigation matters and/or administrative proceedings on behalf of the Village upon request, (b) acquisition, sale or lease of real estate, and (c) other legal services as from time to time requested by the Mayor, and/or



Board of Trustees that are not within the scope of services identified in paragraph 1 above.

The Firm will represent Client to the best of its ability, but does not guarantee any particular result. We will provide only legal services in connection with the Matter, and are not providing, and you will not look to the Firm or rely on us for, business, investment, insurance, accounting or other such non-legal services.

This engagement letter constitutes the entire agreement between the Firm and Client regarding the Matter described herein and supersedes any prior written or oral statements or agreements made by the Firm or Client. If Client desires legal counsel on an issue outside the scope of the Matter, or to change any other terms of this letter, the Firm may agree to provide such counsel or different terms, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the Matter, the Matter does not include any appeals that may arise from the Matter. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

**Firm Personnel; Principal Contact.** Jared A. Kasschau will be responsible for the supervision of the Matter, but Client is engaging the Firm as a whole and not any individual attorney. I can be reached at [jkasschau@harrisbeach.com](mailto:jkasschau@harrisbeach.com), 516-880-8106. It is anticipated that Brian Stolar will also take a lead role in this matter. Brian can be reached at [bstolar@harrisbeach.com](mailto:bstolar@harrisbeach.com), 516-880-8383. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter, and from time-to-time may also utilize the services of contract lawyers or third-party consultants. These individuals will be billed at their standard hourly rates unless otherwise stated below.

**Fee Arrangement.** The Firm's fee shall be a set rate of \$295 per hour for Legal Counsel services and \$325 per hour for Special Counsel services. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

**Other Charges.** In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements incurred by the Firm on Client's behalf (*i.e.*, transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential

party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

**Billing Cycle and Retainer.** Fees for legal services and other charges are billed monthly and Client shall pay those fees and charges within 30 days of Client's receipt of the Firm's invoice.

If Client's account becomes delinquent by more than 90 days, the Firm will contact Client about making arrangements to bring the account current. It is our hope that, by addressing payment issues promptly, we can avoid any misunderstanding. However, as a condition to the Firm's continued representation of Client, Client must remain current in Client's payments to the Firm for services and expenses. Should a delinquency continue and satisfactory payment terms not be arranged, the Firm reserves the right to withdraw from its representation of Client and pursue collection of the amount owed. In such an event, Client shall be responsible for the cost of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees incurred by the Firm for the collection.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

If Client has any questions relating to the Firm's services or the charges, we will be pleased to discuss them with Client at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, Client agrees to notify us in writing or email within 30 days of receiving our billing statement if Client disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of Client's receipt of a billing statement, Client will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

**Termination of Engagement.** Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

**Conclusion of Representation; Disposition of Client Documents.** Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following

the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

**Client Cooperation.** Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

**Communication with Client and Confidentiality.** Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with Client. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Consistent with applicable rules of professional conduct, the Firm will employ reasonable physical, technical, and administrative safeguards to protect the confidentiality of all information related to the Matter. The Firm utilizes a document management system that stores electronic information in the cloud and that employs industry standard safeguards to protect that information. By agreeing to the terms of this engagement letter, Client consents to the Firm storing Client's files in the cloud and acknowledges that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals).

Should any information related to the Matter be subject to protection under the European General Data Protection Regulation ("GDPR"), the Firm shall abide by the terms of Standard Contractual Clauses ("SCCs") that have been approved by the European Commission, as may be

updated by the Commission from time-to-time. The Firm and Client shall complete the applicable Annexes to the SCCs after Client signs this letter. Any processing of Client's data by the Firm is for the purpose of providing legal services to Client or furthering the legitimate interests of the Firm related to such services.

**Possible Conflicts.** Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. There are no intended third-party beneficiaries to this engagement letter. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with Client, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from Client or Client's Affiliates.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us.

I appreciate the opportunity to continue representing you as a member of my new firm.

Sincerely,



Jared A. Kasschau

Agreed and Accepted  
this \_\_\_ day of July, 2023

**Village of Greenport**

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

Title: \_\_\_\_\_

JAK:ng