

Fishers Island Ferry District

Minutes of the Meeting of the Board of Commissioners
Fishers Island Ferry District
December 8, 2014

A Meeting of the Board of Commissioners of the Fishers Island Ferry District (the "Ferry District") was called to order on December 8, 2014 at 4:30 PM by Commissioner Edwards at the Fishers Island Community Center.

Present were Commissioners Edwards, Rugg, Ahrens, and Parker. Present were Asst. Manager Gordon Murphy, Asst. Manager RJ Burns and three members of the public, Ellen Parker, Tom Sargent, and Bob Craft.

Commissioner Edwards opened the meeting and declared a quorum present. Everyone in attendance pledged allegiance to the flag.

CORRESPONDENCE/ PUBLIC COMMENT:

Commissioner Edwards announced that they received a letter requesting the renting of Whistler Ave and another from a former employee. These are to be addressed.

No public comment was made.

REVIEW OF THE MINUTES:

Minutes of the meeting held on November 8, 2014 were reviewed and approved.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Ahrens
AYES: All
NAYES: None

Minutes of the meeting held on November 15, 2014 were reviewed and approved.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Rugg
AYES: All
NAYES: None

Minutes of the meeting held on November 22, 2014 were reviewed and approved.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Rugg
AYES: All
NAYES: None

WARRANTS:

Warrants totaling \$299,656.14

MOVED by: Commissioner Rugg
SECONDED by: Commissioner Parker
AYES: All
NAYES: None

Fishers Island Ferry District

BUDGET MODIFICATIONS:

RESOLVED that the Commissioners of the Fishers Island Ferry District hereby amend the 2014 Fishers Island Ferry District budget as follows:

Decrease Appropriations

SM5710.2.000.100 Ferry Repairs, Munnatawket	\$23,000
SM5710.4.000.300 Fuel Oil/Vessels	\$65,000
SM5710.2.000.000 Ferry Repairs, Both Vessels	\$20,000
SM9060.8.000.000 Medical Insurance	\$5,000
SM5709.2.000.100 Repairs Rental Building	<u>\$12,000</u>
Total	\$125,000

Increase Appropriations

SM9010.8.000.000 NYS Retirement Benefits	\$5,000
SM5709.2.000.200 Repairs Docks & Terminals	\$5,000
SM5710.4.000.500 Computer Operations	\$2,000
SM5710.2.000.200 Ferry Repairs, Race Point	\$93,000
SM1420.4.000.000 Legal Fees	\$10,000
SM5710.4.000.000 Other/Misc	<u>\$10,000</u>
Total	\$125,000

MOVED by Commissioner Rugg
SECONDED by Commissioner Parker
Ayes: All
Nays: None

FI Conservancy Presentation

Mr. Sargent presented a report of the FI Conservancy's 2014 projects in the airport lands and its plans for 2015. This year the Conservancy spent just shy of \$75,000. The big expense was the garden next to the Fishers Island Community Theatre. Commissioner Parker was concerned with exceeding boundaries, but grateful for the economic benefits. It was made clear by all parties that that property has not been donated as empty space.

Public Hearing on Property Leases:

A public hearing was opened concerning property leases from 2015-2017.
MOVED By: Commissioner Rugg
SECONDED By: Commissioner Ahrens
AYES: All
NAYES: None

A question was raised in regard to residential rental property on Whistler Avenue. A discussion ensued with the conclusion that a presentation at the next board meeting

Fishers Island Ferry District

(January 12, 2015) would take place. Public hearing will be held for those interested in this property as one family has expressed interest.

Closing of Public Hearing

MOVED by: Commissioner Rugg

SECONDED by: Commissioner Ahrens

AYES: All

NAYES: None

NOW, THEREFORE, BE IT RESOLVED, that all commercial leases presented have been approved and the board authorizes management to execute them. A copy of the lease template and all summaries will be attached to the minutes. It is also noted that the lease for the transfer station and the secretary's residence (357 Whistler Ave) are not included.

MOVED by Commissioner Parker

SECONDED by Commissioner Rugg

Ayes: All

Nays: None

COMMITTEE REPORTS:

Finance Committee: Commissioner Rugg stated how the finance committee met December 3, 2014. They had positive cash flow in November of this year. There is a budget surplus going into December. Part of this is due to the oil bill, the fact that ferry repairs were under budget and the amount of trips the boats have made, resulting in less tacks to Plum Island.

MANAGER'S REPORT:

Human Resources:

WHEREAS, the Fishers Island Ferry District requires the services of Deckhands to staff the maritime operations.

NOW, THEREFORE, BE IT RESOLVED, that William Wendland, III is hereby appointed to the position of part time Deckhand at a rate of \$10.56 per hour to commence on 1 December 2014.

MOVED by Commissioner Parker

SECONDED by Commissioner Rugg

Ayes: All

Nays: None

Fishers Island Ferry District

A discussion ensued on the need to create a second MOS slot with Civil Service in order to train the person before Mr. Burke's retirement.

Marine Operations:

Mr. Burns gave a brief overview on last month's activity: 14% delayed departures of which 50% of those delayed departures were of that leaving Fishers Island. A majority of those were due to the last boat of the night waiting on people. Asst. Manager Burns believes that these statistics can definitely be improved on.

It was also noted that a check list to track reasons why the ferry would be leaving late for that specific departure has been developed.

Mr. Burns would like the statistics down to only 5 delayed trips a month.

Uniforms/Name Tags

Name tags and float coats/life jackets should be worn when appropriate. Name tags need to be worn year round.

Commissioner Edwards proposed the idea that if an employee shows up for his/her shift without a name tag or missing another part of their uniform, then they cannot work that day due to coming to work unprepared.

Mr. Burns recommended the following amendment to the uniform policy:

We require that all employees use good judgment in their attire for work. Appropriate professional attire and behavior is the expectation from FIFD and our customers. While FIFD provides shirts and sweat shirts or jackets with our logo, they must be worn with presentable jeans, either khakis or dark blue trousers (khaki or dark blue shorts in the summer) when the ferry is in operation. Employees are responsible for the cleanliness and upkeep of their uniform. Acceptable shoes include deck shoes and boots with non-slip soles. Assigned safety equipment must be worn at all times when performing applicable safety-sensitive functions.

When acting as Captain a blue float coat and red hat shall be worn. All crewmen, even those qualified as Captain when acting as crew shall wear an orange float coat or PFD as appropriate for the season or weather.

Name tags shall be worn on right breast pocket flap of float coat and right breast of uniform shirts (including sweatshirts). Name tag requirement will be relaxed during the winter months due to wide variance in winter wear such as carhart or snowmobile suits with PFDs. However, all ticket and freight agents are required to wear name tags year round.

Fishers Island Ferry District

When performing maintenance tasks, employees may wear appropriate clothes for the job, but must wear applicable safety equipment. Any questions you might have about suitability should be directed to your immediate supervisor.

Commissioner Parker proposed to accept the recommendation.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Rugg
AYES: All
NAYES: None

Train

Mr. Burns recommended amending the “train” policy to: Because of the broad spectrum of clientele Fishers Island Ferry serves and the impact weather can have on its operation there are going to be times when Captains or Managers must exercise their best judgment in determining departure time. This determination should in no way diminish Fishers Island Ferries commitment to on time departures or the safety of the passengers, the vessel or the crew.

The *only* train Fishers Island Ferry Captains will wait for is the last train of the evening/day. Captains will wait a maximum of 15 minutes before departing.

If train is or has been blocking the train crossing ten minutes prior to departure an additional five extra minutes is allowed before “a late departure” to allow for loading.

Anytime a delay is anticipated Captain/crew is directed to make a short general announcement to passengers as to the reason and estimated departure time.

Commissioner Rugg moved to accept the revised train waiting policy.

MOVED by: Commissioner Rugg
SECONDED by: Commissioner Parker
AYES: All
NAYES: None

District Assets-Damage

Messrs. Burns and Murphy recommended the following policy for Ferry District assets:

If an employee has reason to believe, in his or her best judgment, that damage to property of the Fishers Island Ferry District has occurred, the employee shall notify the Captain, his or her supervisor and/or management of the particulars of the incident as soon as it is noticed. If there is doubt as to whether or not damage has occurred, assume there is damage and report as above. Failure to report such damage could

Fishers Island Ferry District

result in disciplinary action ranging from a verbal warning, letter of warning or termination.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Ahrens
AYES: All
NAYES: None

Medical Transport

Mr. Murphy recommended the following medical transport policy:

Medical doctors and veterinarians need to contact the ferry as soon as possible and fax (631 755 5523) the request naming the requestor, address, contact telephone number and the patient's name, patient's contact number and the ferry trip. The ferry will make its best efforts to afford transportation. It should clear to the requestor and the patient that the ferry service is not for emergency transportation and all service provided is as is without any warranties. Effective January 1, 2014.

Commissioner Rugg put forth the idea that the doctor should have to make that call.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Ahrens
AYES: All
NAYES: None

Public Hearing on the Resident Discount Program (6:15 pm)

Karla Heath and Mike Imbriglio joined meeting.

On a motion moved by Commissioner Rugg the public hearing on the resident discount program is opened.

MOVED by: Commissioner Rugg
SECONDED by: Commissioner Parker
AYES: All
NAYES: None

Ms. Heath asked several questions about filling out the application for resident ID cards, and the appropriate sections for renewal..

Starting January 1, 2016, for the 2016 resident ID card, residents will be required to present a valid New York driver's license or NYS photo ID with a Fishers Island address. A copy of the program's application and renewal form is attached. .

Public hearing closed.

MOVED by: Commissioner Parker
SECONDED by: Commissioner Ahrens

Fishers Island Ferry District

AYES: All

NAYES: None

Motion to approve the revised policy for the year round resident IDs.

MOVED by: Commissioner Parker

SECONDED by: Commissioner Rugg

AYES: All

NAYES: None

OTHER:

2015 Goals of Board

Commissioner Parker requested to have a Manager's report with the priorities and progress on our list of deferred items. In addition, Management has an annual calendar of operating activities. Perhaps we could have a quick review of what must get done in the next 30-60 day."

2015 BOC Goals

1. Race Point Yard Package
2. New Ticketing System
3. Re set commercial/large vehicle fares for full year
4. Organize, prioritize, complete 'follow up list'
5. Finance and Budget Com
 - a. Update enabling act
 - b. Determine 5 to 10 years of major boat needs
 - i. RP Re-Power
 - ii. Munn Replacement
 - c. Revamp monthly financial reporting package to better meet needs
 - d. Cash Forecasting
 - e. Competition Analysis, Traffic and fares
6. Property (Commercial)
 - a. Redo Airport Roof
 - b. NLT Security system
 - c. Airport camera system
 - d. South Ramp Project
7. HR succession plan
8. FIFD Public Relations Improvement
9. Establish relationships with Marine Architect and Grant advisors
10. Monthly reporting of elements in performance tracking such as on time performance.

MOVED by: Commissioner Parker

SECONDED by: Commissioner Ahrens

AYES: All

NAYES: None

Fishers Island Ferry District

The next scheduled meeting of the Board of Commissioners Fishers Island Ferry District will be held Monday, January 12, 2014 at 4:30 pm at the Fishers Island Community Center.

Meeting Adjournment:

There being no further business to discuss, and on motion made by Commissioner Edwards, seconded by Commissioner Parker, and unanimously adopted, the meeting was adjourned at 6:45 PM.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") dated January 1, 2015, is by and between the Fishers Island Ferry District, as Manager for the owner, Town of Southold, NY ("Landlord") and XXXX (the "Tenant").

1. **PREMISES.** Landlord hereby rents to Tenant and Tenant accepts in its present condition the premises (the "Premises") located at the address and otherwise as described and specified on Exhibit A attached, which Exhibit is hereby incorporated by reference for all purposes.

2. **TERM and TERMINATION.** The term of this Lease is specified on Exhibit A. Landlord and Tenant both retain the right to terminate this Lease on 30 days prior written notice delivered to the other party at the address specified on the signature page below, or at any successor address.

3. **RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the Premises per month in advance on the first day of each calendar month, at the offices of the Fishers Island Ferry District, or at such other place as Landlord may designate, the monthly rent specified on Exhibit A attached. Checks shall be made payable to the "Fishers Island Ferry District." Landlord may impose a late payment charge equal to five percent (5%) of the monthly rent per day for any amount that is more than five (5) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term. If in any given calendar year the Tenant fails on two (2) occurrences to pay the specified rent within the first five days of the month the Tenant will be required to either provide a cashier's check for the subsequent payments or establish an automatic direct deposit program with the Landlord's bank.

4. **SECURITY DEPOSIT.**

A. Upon execution of this Lease, Tenant deposits with Landlord a security deposit in the amount of two (2) month's rent for the performance by Tenant of the terms of this Lease to be returned to Tenant, **without interest**, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Premises caused by Tenant or employees, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to these funds and Tenant remains liable for any excess.

B. Unless limited by applicable laws, Landlord may commingle Tenant's security deposit in a common account with other funds of Landlord. Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of rent or to satisfy any other unpaid obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand, the amount so applied in order restore the security deposit to its original amount.

C. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant without payment of interest.

D. If Landlord transfers its interest in the Premises during the term of the Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit to Tenant. Thereupon Tenant shall look solely to transferee for return of the security deposit consistent with the terms of this Lease.

5. **QUIET ENJOYMENT.** Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Premises.

6. **USE OF PREMISES; LICENSING AND LEGAL COMPLIANCE.**

A. The Premises shall be used and occupied by Tenant exclusively as a place of business, and not as a residence. Except as otherwise specifically authorized in Exhibit A to this Lease (under "Special Conditions"), Tenant shall

not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous or illegal substance, chemical, thing or device.

B. Tenant shall be properly licensed by the appropriate governing body[ies] for any business conducted on the Premises, and shall comply with all applicable statutes, ordinances, rules, orders regulations and requirements of Federal, State or Local Governments and any or their Departments or Agencies.

C. Tenant shall comply with all the health and sanitary laws, laws, ordinances, rules, and orders of appropriate governmental authorities with respect to the Premises.

7. MAINTANANCE OF PREMISES.

A. Tenant agrees that Tenant has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord shall be responsible for maintenance of any improvements on the Premises, but limited solely to maintenance of the exterior and structural integrity of any improvements. Tenant shall be responsible for maintenance of interior elements from the studs inward including all insulation, electrical, plumbing, heating, wall or ceiling board, fixtures, appliances, interior painting, flooring and the like. In the event that repair or replacement is required to the doors or windows, Landlord and Tenant shall split the cost 50/50, except as to damage caused by Tenant or Tenant's guests, in which case the costs shall be for the sole account of Tenant.

C. Tenant shall be responsible for the maintenance of the grounds, including lawn and yard maintenance, snow removal and the like. The grounds shall be maintained in a neat and orderly condition. Tenant shall maintain the Premises in good and sanitary condition.

D. Tenant shall surrender the Premises at the end of the Term in good condition (equal to condition on assuming possession), "broom clean", ordinary wear and tear excepted.

8. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

9. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

10. DAMAGE TO PREMISES.

A. Tenant shall provide timely and accurate notice to Landlord of any material damage to the Premises, including but not limited to damage resulting from fire, flood, wind, fallen trees, frozen pipes, accidents or casualties of any sort.

B. If the Premises, or any part of the Premises, shall be partially or completely damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's employees, agents, or visitors, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is untenantable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

C. If fire or other damage to the Premises of any nature or kind whatsoever is caused by Tenant or Tenants employees, agents or visitors, or if at the time of fire, casualty or other damage, Tenant shall be in default of any terms of this lease, then all repairs shall be made at the expense of Tenant, and Tenant shall pay full rent with no adjustment.

11. **DANGEROUS MATERIALS.** Except as may be specifically authorized under Special Conditions in Exhibit A attached, Tenant shall not keep or have on or around the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous with the sole exception of heating oil, which shall be stored in appropriate and approved tankage.

12. **UTILITIES.**

A. Tenant shall be responsible for arranging and paying for all utility services required on the Premises. Tenant shall not default on any obligation to a utility provider for utility services at the Premises. Tenant agrees to maintain minimum heat during cooler months sufficient to ensure that pipes and plumbing fixtures are not damaged. In the alternative, Tenant may elect, at Tenant's sole cost and expense, to drain the pipes and winterize during the winter months, to preclude the need to heat the Premises while avoiding damage to pipes and fixtures.

B. In the event that utilities are not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's share of the totals based on a ratable allocation of the space (square footage) served by the common metering, and Tenant shall pay all such utility bills within 15 days of invoice.

C. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, might overload the wiring or interfere with electrical services to other tenants.

13. **SIGNS – TENANT AND LANDLORD.**

A. Subject to Landlord's consent, Tenant shall have the right to place on the Premises, at locations selected by Tenant and approved by Landlord, any signs permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that in the Landlord's opinion, is too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises, or use of any other tenant. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant.

B. During the last sixty (60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants.

14. **PARKING.** During the Term, Tenant shall have the exclusive use of three parking spaces included with his lease. Tenant may contract for additional parking spaces as noted on the attached Exhibit A. All such spaces shall be designated by Landlord on or in areas proximate to the Premises, and shall be marked by Tenant with signage indicating Tenant's exclusive usage rights. In the event that third parties trespass on or utilize any of Tenant's parking spaces, Tenant shall have the sole obligation to enforce his rights, and Landlord shall have no responsibility for trespass by others. If requested by Landlord, Tenant shall provide a list and description of all vehicles to be parked at the Premises by employees and agents, together with license plates.

15. **ANIMALS**. Tenant shall keep no domestic or other animals in or about the Premises without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION**. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the Premises and/or making any repairs to the Premises or other item as required under this Lease.

17. **HOLDOVER BY TENANT**. Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days written notice by either party, as per the primary term or terms. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, for each day (calculated ratably based on monthly rental amounts) of the holdover, lasting until Tenant leaves the Premises.

18. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT**. It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

19. **ABANDONMENT**. If at any time during the term of this Lease, Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Premises without notice to Tenant and by any means without liability to Tenant for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Premises if Tenant removes substantially all of Tenant's furnishings from the Premises, if the Premises is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Premises. Landlord may add to sums due from the Tenant, any and all costs associated with reentry, disposal or removal of persons or property, repairs, and reletting.

20. **INSURANCE; LIABILITY**.

A. Tenant shall obtain and maintain in force, for the Term of this Lease, a policy or policies of (i) property and casual insurance, and (ii) liability insurance, in amounts equal to not less than the amounts specified on Exhibit A, in both cases, naming the Fishers Island Ferry District and the Town of Southold as additional insured parties. Tenant shall provide to Landlord a copy of the insurance binder at the outset of this lease, and **not later than ten days after the first of the year for each subsequent lease year**.

B. Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord or the Town of Southold be responsible for any loss of or damage to Tenant's property, whether by theft, fire, acts of God, or otherwise. Landlord and the Town of Southold shall not be liable for any damage or injury to any person or property on or the Premises of any nature or kind whatsoever.

21. **OTHER.** In addition to restrictions and covenants appearing elsewhere in this Lease the following conditions shall apply: (i) Tenant shall not store on the Premises any abandoned property, such as cars, boats, machinery; (ii) Motor vehicles and boats stored on the Premises must be registered with the State of New York; (iii) Tenant shall maintain the Premises in a neat and orderly condition, and shall be responsible for timely removal of all trash and garbage as necessary; (iv) Tenant shall not store any equipment or materials on the Premises that are owned by parties other than the Tenant; (v) Tenant shall comply with all applicable zoning laws; and (vi) in addition to other rights of Landlord hereunder, any breach of these conditions shall be cause for immediate termination of this Lease by Landlord.

22. **SEVERABILITY.** If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

23. **PERFORMANCE.** The failure of the District to insist on strict or timely performance of any or all of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies the District may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants contained herein.

24. **BINDING EFFECT.** The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, successors and permitted assigns of the parties.

25. **GOVERNING LAW.** It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

26. **ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

27. **NOTICES.** Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, with addresses as specified on the signature page of this Lease

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD

Fishers Island Ferry District
P.O. Box 607
Fishers Island, New York 06390

By: _____
Authorized Officer

TENANT

Name: XXXXXX Tenant email address: _____

By: _____
Tenant Signature Tennant (print signing name)

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: XXXX

PROPERTY DESCRIPTION: Office space in Building YYY – 1,310 sf
Outside storage at Building YYY – 6,650 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT: 2015 \$
2016 \$
2017 \$

SECURITY DEPOSIT: 2015 \$
2016 \$
2017 \$

INSURANCE:
General Liability \$1,000,000
Fire Legal Liability Sublimit: \$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Evergreen Landscapes

PROPERTY DESCRIPTION: Outside storage at Building 209 – 5,880 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$115.93 monthly
	2016	\$121.72 monthly
	2017	\$127.81 monthly

SECURITY DEPOSIT:	2015	\$231.86
	2016	\$243.44
	2017	\$255.62

INSURANCE:		
	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	NA

SPECIAL CONDITIONS:

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Faulkner Contracting

PROPERTY DESCRIPTION: Inside and outside storage at Building #383 – 2,000 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$231.00
	2016	\$236.78
	2017	\$242.69

SECURITY DEPOSIT:	2015	\$462.00
	2016	\$473.56
	2017	\$485.38

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Fishers Island Utility Company

PROPERTY DESCRIPTION: Boiler room in Building #209 – 106 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$35.06 monthly
	2016	\$35.94 monthly
	2017	\$36.83 monthly

SECURITY DEPOSIT:	2015	\$70.12
	2016	\$71.88
	2017	\$73.66

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: HAROLD'S LLC

PROPERTY DESCRIPTION: Office space in Building 209 – 900 sf
Inside storage at Building 209 – 5,000 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$450.19
	2016	\$461.91
	2017	\$473.46

SECURITY DEPOSIT:	2015	\$900.38
	2016	\$923.82
	2017	\$946.92

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Bruce Hubert

PROPERTY DESCRIPTION: Mosquito Hollow Bunkers, buildings and open land

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$794.83
	2016	\$814.70
	2017	\$835.07

SECURITY DEPOSIT:	2015	\$1,589.66
	2016	\$1,629.40
	2017	\$1,670.14

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space. Eight (8) parking spaces are agreed.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Island Fuel Services

PROPERTY DESCRIPTION: Inside (400 sf) and outside storage (3,080 sf) at building on Airport Road

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT: 2015 \$183.24 monthly
2016 \$187.82 monthly
2017 \$192.51 monthly

SECURITY DEPOSIT: 2015 \$364.48
2016 \$375.64
2017 \$385.02

INSURANCE: General Liability \$1,000,000
Fire Legal Liability Sublimit: \$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____ Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: ISLAND GARDENERS

PROPERTY DESCRIPTION: Office space in Building 209 – 1,310 sf
Outside storage at Building 209 – 6,650 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$399.31
	2016	\$409.29
	2017	\$419.53

SECURITY DEPOSIT:	2015	\$798.62
	2016	\$818.58
	2017	\$839.06

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Jim Ski Construction

PROPERTY DESCRIPTION: Outside storage at Transfer Station – 7,225 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$238.97
	2016	\$244.94
	2017	\$251.06

SECURITY DEPOSIT:	2015	\$477.94
	2016	\$489.88
	2017	\$502.12

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Jim Ski Construction

PROPERTY DESCRIPTION: Inside and outside storage at Building #383 (west end) – 1,437 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT: 2015 \$1.00 yearly
2016 \$85.06 monthly
2017 \$174.38 monthly

SECURITY DEPOSIT: 2015 \$0
2016 \$170.12
2017 \$348.76

INSURANCE: General Liability \$1,000,000
Fire Legal Liability Sublimit: \$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space. Tenant agrees to clean-up interior and exterior of building in the first year. Tenant agrees to fix roof and interior with a cap of \$1,000 in 2015 of Ferry District funds and the balance to be from the tenant. All 2016 building projects will be pre-approved with the Ferry District. Tenant will provide a written and photographic analysis of building including, but not limited to building material, space before, during and after remodeling. Tenant acknowledges the flood risk.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: The Lighthouse Works, Inc.

PROPERTY DESCRIPTION: Office space at 38 Trumbull Drive – 1,210 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$1,220.10
	2016	\$1,250.60
	2017	\$1,281.87

SECURITY DEPOSIT:	2015	\$2,440.02
	2016	\$2,501.20
	2017	\$2,563.74

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Space to be used as an artists' studio and gallery. Solvents and paints used in conjunction of normal business activities are allowed if stored properly. Special attention is made to protect the floors.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Fishers Island Oyster Farm

PROPERTY DESCRIPTION: Three open bunkers and open land – 2,920 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$86.66
	2016	\$88.82
	2017	\$91.04

SECURITY DEPOSIT:	2015	\$173.32
	2016	\$177.64
	2017	\$182.08

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	\$NA

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Pezzolesi Masonry

PROPERTY DESCRIPTION: Vacant land in freight parking area – 9,500 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$283.20
	2016	\$290.28
	2017	\$297.54

SECURITY DEPOSIT:	2015	\$566.40
	2016	\$580.56
	2017	\$595.05

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	NA

SPECIAL CONDITIONS:

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Race Rock Garden Co.

PROPERTY DESCRIPTION: Mosquito Hollow Bunkers, buildings and open land

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$1,868.74
	2016	\$1,915.46
	2017	\$1,963.34

SECURITY DEPOSIT:	2015	\$3,737.48
	2016	\$3,830.92
	2017	\$3,926.68

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Fossil

PROPERTY DESCRIPTION: Storage space at 38 Trumbull Drive – 1,000 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$322.48
	2016	\$338.61
	2017	\$355.54

SECURITY DEPOSIT:	2015	\$644.96
	2016	\$677.22
	2017	\$711.08

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Craig Schultz

PROPERTY DESCRIPTION: Trailer storage near Transfer Station

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$82.69
	2016	\$84.75
	2017	\$86.87

SECURITY DEPOSIT:	2015	\$165.38
	2016	\$169.50
	2017	\$173.74

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Hazardous materials used in conjunction of normal business activities are allowed if securely stored in a ventilated space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Shutters and Sails, LLC

PROPERTY DESCRIPTION: Office at 38 Trumbull Drive – 413 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$244.17**
	2016	\$250.28
	2017	\$256.53

SECURITY DEPOSIT:	2015	\$489.88
	2016	\$500.56
	2017	\$513.06

INSURANCE:

General Liability	\$1,000,000
Fire Legal Liability Sublimit:	\$100,000

SPECIAL CONDITIONS: Three marked parking spaces

** Rent is based on seasonal usage. When heating system is upgraded the rent will be based on annual office space.

INITIALS: Landlord: _____

Tenant: _____

FISHERS ISLAND FERRY DISTRICT
Lease Abstract and Exhibit A to Lease Agreement

LESSOR: Fishers Island Ferry District, agent/manager for Town of Southold
TENANT: Z & S Contracting

PROPERTY DESCRIPTION: Open area next to Z & S facility – 24,695 sf

LEASE TERM: Start – January 1, 2015
End – December 31, 2017

RENT:	2015	\$355.91
	2016	\$373.70
	2017	\$392.39

SECURITY DEPOSIT:	2015	\$711.82
	2016	\$747.40
	2017	\$784.78

INSURANCE:	General Liability	\$1,000,000
	Fire Legal Liability Sublimit:	NA

SPECIAL CONDITIONS:

INITIALS: Landlord: _____

Tenant: _____