

PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT
RESOLUTION 9-2

September 9, 2025

WHEREAS, on or about June 6, 1980, the Grantor entered into a certain license agreement with the Grantee for continuation of the PAL's preexisting use of the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park for youth recreational and educational programs;

WHEREAS, at a regular meeting of the Grantor's Board of Commissioners held on June 27, 2023, the Grantor's Board of Commissioners unanimously terminated the 1980 license agreement pursuant to paragraph Fifth thereof, and directed its counsel to provide written notification to the Grantee as provided therein;

WHEREAS, at a regular, public meeting of the Grantor's Board of Commissioners held on January 30, 2024, the Grantor's Board of Commissioners unanimously approved the reinstatement of the 1980 license agreement, and by a letter of the same day, its counsel, at the direction of the Board of Commissioners, memorialized the action and notified the Grantee that the License Agreement had been reinstated;

WHEREAS, the 1980 license agreement has not been updated or revised in forty-five years;

WHEREAS, the Board of Commissioners deems it to be prudent, and in its best interests to update and revise the terms and conditions for PAL's use and occupancy of the baseball field, the basketball court and the utility shed and building between the baseball field and the basketball court at Sunset Park.

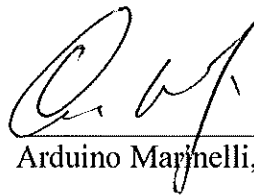
NOW, THEREFORE, it is resolved by the Board of Commissioners of the Port Washington Water Pollution Control District that:

(1) the License Agreement is hereby revoked.

(2) PAL may continue its use and occupancy of the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park pursuant to the terms and conditions approved by the Grantor and substantially in the form attached hereto, and

(3) In the event a license agreement, approved by the Grantor and substantially in the form attached, is not executed on behalf of the PAL, and returned to the Board of Commissioners within 90 days following the date of this resolution, the PAL shall thereupon immediately vacate the baseball field, the basketball court and the buildings at Sunset Park.

Dated: Port Washington, New York
September 9, 2025

A handwritten signature in black ink, appearing to read 'Arduino Marnelli', is written over a horizontal line.

Arduino Marnelli, Chairperson

LICENSE AGREEMENT

THIS AGREEMENT made by and between PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT, a special improvement district established in 1915 and existing pursuant to Article 13 of the Town Law, having its principal place of business at 70 Harbor Road, Port Washington, New York (the “Grantor”), and PORT WASHINGTON POLICE ATHLETIC LEAGUE, INC., a domestic not-for-profit corporation established in 1947, having its principal place of business at 51 Main Street, Port Washington, New York (the “Grantee”).

WHEREAS, the Grantor is the owner of a certain parcel of improved real property commonly known as Sunset Park, located on the Northerly side of Main Street in Port Washington;

WHEREAS, on or about June 6, 1980, the Grantor entered into a certain license agreement with the Grantee for continuation of the PAL’s preexisting the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park for youth recreational and educational programs;

WHEREAS, at a regular meeting of the Grantor’s Board of Commission held on June 27, 2023, the Grantor’s Board of Commissioners unanimously terminated the License Agreement pursuant to paragraph Fifth thereof, and directed its counsel to provide written notification to the Grantee as provided therein;

WHEREAS, at a regular, public meeting of the Grantor’s Board of Commissioners held on January 30, 2024, the Grantor’s Board of Commissioners unanimously approved the reinstatement of the License Agreement, and by a letter of the same day, its counsel, at the direction of the Board of Commissioners, memorialized the action and notified the Grantee that the License Agreement had been reinstated;

WHEREAS, at a regular public meeting of the Grantor's Board of Commission held on September 9, 2025, the Grantor's Board of Commissioners terminated the License Agreement pursuant to paragraph Fifth thereof, and directed its counsel to provide written notification to the Grantee as provided therein;

WHEREAS the Grantor wishes to allow the Grantee to continue its use the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park for youth recreational and educational programs pursuant to the terms and conditions set forth herein; and

WHEREAS, the Grantee wishes to continue to use the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park for youth recreational and educational programs pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed as follows:

1. The Grantee shall use the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park for approved youth athletic programs, and for no other purpose.

2. The Grantee is fully familiar with the condition of the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park, and accepts them in their "as is" condition.

3. The Grantee will at all times protect the sanitary sewer installations at, under and about the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park from interference or damage of any kind.

4. The Grantor reserves the right to enter upon the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park at anytime for any purpose whatsoever.

5. No officer or employee of the Grantor shall be a director, officer, employee or independent contractor of the Grantee.

6. No officer or employee of the Grantor shall have a pecuniary interest in the license granted by this agreement or in the youth athletic programs conducted by Grantee at Sunset Park either in their individual capacity, or through a wholly owned limited liability company, or through any other entity in which said officer or employee has an interest in any capacity, may possess or acquire.

7. All program revenues shall be paid directly to the Grantee, and all program expenses shall be paid directly by the Grantee.

8. The Grantee shall provide quarterly reports to the Grantor setting forth in detail the programs conducted, programs scheduled, names of participants and the town or villages in which they reside, the program revenues collected, and the itemized program expenses paid.

9. The Grantor shall have the right, from time to time, to examine the books and records of the Grantee to verify its compliance with the terms of this License Agreement.

10. The Grantee shall make no capital improvements or alterations at Sunset Park without the advance written approval of the Grantor. Any and all approved capital improvements or alterations constructed or placed at Sunset Park shall, at the option of the Grantor, belong to the Grantor without cost or expense to the Grantor. In the event the Grantor elects to have any and all such improvements or alterations removed upon termination of this agreement, Grantee shall, forthwith upon termination, remove such improvements or alterations and restore the premises to

its condition at the commencement of Grantees use and occupancy of the baseball field, basketball court and the buildings between the basketball court and the baseball field at Sunset Park.

11. The Grantee shall defend (with counsel acceptable to the Grantor), indemnify, and hold harmless the Grantor, its officers, employees, volunteers, agents, and representatives from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, and expert fees), whether in tort, contract, statute, strict liability, or otherwise, arising out of or related to the Grantee's use, occupancy, presence at, or operations at Sunset Park, or any acts or omissions of the Grantee, its officers, directors, employees, volunteers, agents, contractors, invitees, or participants. The Grantee's duty to defend is separate and independent from the duty to indemnify, and shall apply immediately upon tender of any claim, regardless of the determination of liability, if any. This indemnification obligation shall not be limited by the limits of insurance maintained by the Grantee and shall survive the expiration or termination of this License Agreement.

12. The Grantee shall, at its sole cost and expense, procure and maintain the following insurance throughout the term of this License Agreement:

(a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, personal injury, property damage, premises/operations, and contractual liability. Coverage shall include sexual abuse and molestation liability with limits of no less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance (covering owned, hired, and non-owned autos) with limits of not less than \$1,000,000 combined single limit per accident. (If no vehicles are owned by the Grantee, Hired and Non-Owned Auto liability may be substituted.)

(c) Umbrella/Excess Liability Insurance providing not less than \$5,000,000 per occurrence and in the aggregate, following form over the general liability, automobile liability, and employers' liability policies.

(d) Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the State of New York.

(e) Participant Accident Insurance (Excess Medical Accident Coverage) covering all participants, volunteers, and staff engaged in activities conducted by the Grantee at the Premises, with minimum medical expense limits of \$25,000 per participant per accident and accidental death & dismemberment benefits of not less than \$10,000. This coverage shall be written on a primary or excess basis, but shall not be less favorable than coverage customarily provided to youth athletic or recreational programs in New York State.

The foregoing minimum coverage requirements shall not serve to limit Grantee's liability, if any. All such policies shall:

- Name the Grantor, its officers, employees, volunteers, agents, and representatives as Additional Insureds on a primary and non-contributory basis, including with respect to ongoing and completed operations;
- Include a waiver of subrogation in favor of the Grantor;
- Be written on an occurrence basis (except workers' comp); and
- Provide that coverage shall not be canceled or materially modified without at least 30 days' prior written notice to the Grantor.

The Grantee shall provide the Grantor with certificates of insurance and copies of all Additional Insured endorsements and required policy endorsements within thirty (30) days of execution of this Agreement and annually thereafter, or upon renewal or replacement of coverage.

13. The Grantee shall not engage any subcontractors, vendors, or independent contractors (collectively, "Subcontractors") to perform any portion of the activities authorized under this License Agreement without the prior written approval of the Grantor.

The Grantee shall be fully responsible to the Grantor for the acts, errors, omissions, negligence, or misconduct of its Subcontractors and of all persons employed or retained by them, to the same extent as if such acts or omissions were those of the Grantee itself.

The Grantee shall require its Subcontractors to execute written agreements expressly providing that they shall defend, indemnify, and hold harmless the Grantor, its officers, employees, volunteers, agents, and representatives on terms at least as comprehensive as those set forth in Section 10 of this License Agreement. The Grantee shall provide the Grantor with copies of such indemnification agreements upon request.

All Subcontractors engaged by the Grantee shall maintain insurance coverage that meets or exceeds the requirements set forth in paragraph 11 of this License Agreement, including but not limited to Additional Insured status in favor of the Grantor, its officers, employees, volunteers, agents, and representatives, primary and non-contributory coverage, and waiver of subrogation. Certificates of insurance and required endorsements for all Subcontractors shall be provided to the Grantor prior to commencement of any work or services on the Premises.

Approval of any Subcontractor by the Grantor shall not relieve the Grantee of its obligations under this Agreement, and the Grantee shall remain fully responsible for ensuring compliance with all terms and conditions herein.

14. Grantee shall have the right to name the portion of the athletic fields and facilities at Sunset Park the use of which is licensed herein, subject to approval by the Grantor.

15. Within two weeks of the date of this License Agreement, the Grantee shall provide the Grantor with written proof that it has adopted a policy prohibiting discrimination in the athletic programs conducted at Sunset Park, and shall maintain the policy in effect throughout the term of this agreement.

16. Within six months of the date of this License Agreement, the Grantee shall increase the membership of its Board of Directors to no less than five members.

17. The Grantee shall refrain from disparagement of the Grantor, its officers and employees in its public statement made in any form or media.

18. The Grantee shall not assign or sublicense this License Agreement or the rights granted hereunder.

19. In the event the Grantor prevails in any litigation arising from or relating to this License Agreement, it shall recover, as a part of the judgment, its reasonable attorneys' fees and costs incurred therein.

20. There is specifically reserved to the Grantor the right to terminate this license and the privilege herein granted at the will and pleasure of the Grantor with or without cause at any time by the Grantor notifying the Grantee in writing of such termination served personally or by mail address to the Grantee at Port Washington, New York. Grantee shall vacate premises within ninety (90) days after such notice.

21. Grantor and Grantee each represent that this agreement has been duly approved by their respective governing bodies.

IN WITNESS WHEREOF, the parties have executed this License Agreement on this _____ day of _____, 2025.

PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT

By: _____
Arduino Marinelli, Chairman

PORT WASHINGTON POLICE ATHLETIC LEAGUE, INC.

By: _____
Stuart Lieblein, President