

### SETTLEMENT AGREEMENT

1. This Settlement Agreement (this "Agreement") is entered into this 6th day of ~~April~~ <sup>June</sup>, 2016, between the East End Eruv Association, Inc. ("EEEE"); Marvin Tenzer, Morris Tuchman, Clinton Greenbaum, Alan H. Schechter, Carol Schechter, Jeffrey Lean, Alexa Lean, Deborah Pollack, Simcha Pollack (collectively "Individual Plaintiffs"); Verizon New York, Inc. ("Verizon"); the Long Island Lighting Company d/b/a LIPA ("LIPA"), (collectively, "Plaintiffs"); and the Village of Westhampton Beach ("Westhampton Beach") ("Westhampton Beach") in connection with the Actions (as defined below) and the subject matter thereof.
2. This settlement pertains to all claims asserted against Westhampton Beach in the action captioned *East End Eruv Association, Inc. et al. v. The Village of Westhampton Beach*, No. 2:11-cv-02130 (E.D.N.Y.) (the "EEEE Action") and the action captioned *Verizon New York, Inc., et al. v. Village of Westhampton Beach, et al.*, No. 11-cv-0252 (E.D.N.Y.) (the "Verizon Action,"). The EEEA Action and the Verizon Action will be referred to as "the Actions."
3. Westhampton Beach agrees not to contest or otherwise challenge Verizon's and LIPA's authority to contract with the EEEA permitting pole attachments resembling those described in the Amended Complaint in the EEEA Action ("Pole Attachments"). Westhampton Beach likewise agrees not to contest or otherwise challenge the June 16, 2014 Findings of Fact and Conclusions of Law, posted as Docket No. 130 in the Verizon Action.
4. Westhampton Beach will not object to the attachment, existence, restoration, maintenance, and repair of Pole Attachments.
5. The Pole Attachments shall be colored to match the utility poles as closely as practicable.

6. Westhampton Beach agrees not to adopt any ordinance or resolution prohibiting the attachment, existence, restoration, maintenance, repair, or placement of such Pole Attachments pursuant to EEEA's licenses with Verizon or LIPA, or their successors or LIPA's manager(s).

7. No part of this Agreement prohibits the removal, replacement, or relocation, by either a utility company or any municipal authority, in the lawful exercise of its authority, of the utility poles referenced herein or otherwise, including with a subsurface placement of utility wires.

8. All parties agree the EEEA maintenance of any Pole Attachments shall be with no public funding from Westhampton Beach or the assistance of any of its employees, except that any such placement shall be entitled to the same protection as any other lawful pole attachment by Westhampton Beach law enforcement.

9. EEEA shall restore and repair any and all damage to Westhampton Beach property that may occur in connection with the installation or maintenance of the Pole Attachments and shall indemnify and hold harmless Westhampton Beach, its officials, and employees from and against any claims for personal injury or property damage arising from (or allegedly arising from) or in connection with such installation or maintenance. Before commencing any work, EEEA (and any contractor or agent engaged or hired by EEEA to perform installation or maintenance) shall furnish to Westhampton Beach a certificate of insurance evidencing liability insurance in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and listing Westhampton Beach, its officials, and employees as additional insureds. Such insurance shall be maintained and certificates of insurance shall be provided as long as the Pole Attachments remain in place.

10. EEEA and the Individual Plaintiffs agree, within seven (7) days after the execution, to effectuate and/or apply for, dismissal of Westhampton Beach from the EEEA Action.

11. Verizon and LIPA agree, within seven (7) days after the execution of this Agreement, to effectuate and/or apply for, dismissal of Westhampton Beach from the Verizon Action.

12. Westhampton Beach agrees, within seven (7) days after execution of this Agreement, to effectuate and/or apply for, dismissal of Westhampton Beach's counterclaims in the Verizon action.

13. Nothing herein shall be construed to conflict with any pole attachment agreements between EEEA, on the one hand, and Verizon and/or LIPA, on the other hand, the terms of which are in no respect amended, modified, or otherwise affected by this Agreement, and which terms are intended to control as between EEEA and Verizon and/or LIPA in the event of any conflict between those agreements and the terms of this Agreement.

14. The settlement of this case is not a recognition or endorsement of any religion or religious boundary by the Village of Westhampton Beach.

15. The United States District Court for the Eastern District of New York (the "Court") shall retain jurisdiction to enforce the terms of this Agreement. If the Court finds that a party has breached this Agreement, the Court will have the power to enforce this Agreement at equity, including through the issuance of injunctive relief. The Parties further agree that the Plaintiffs may seek an order of the Court acknowledging its retention of jurisdiction. The Parties agree that any proceeding to enforce the provisions herein will be expedited, and, in the case of any proceeding for preliminary injunctive relief (but not relief in the form of a temporary

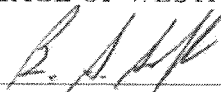
restraining order), allow for reasonably limited discovery and a hearing. The Parties preserve any remedy in any proceeding to enforce the provisions herein. The Parties agree that a violation of this Agreement and/or the covenants therein will cause substantial and irreparable harm to the Plaintiffs. Therefore, if any of the Parties and/or their agents, servants, representatives, officers, employees, attorneys, successors, related entities, or assigns breaches this agreement, the injured party may seek immediate injunctive relief, without bond, in the United States District Court for the Eastern District of New York. Immediate injunctive relief, if sought by Plaintiffs, may take the form of an immediate temporary restraining order (including, without limitation, on an *ex parte* basis) pending a hearing on preliminary injunctive relief, upon a mere showing that the action taken, or to be taken, by Westhampton Beach will prevent any Pole Attachment from being in place in Westhampton Beach on any Sabbath or Yom Kippur.

16. This agreement may be executed in counterpart originals with the same force and effect as if fully and simultaneously executed as a single document. Facsimile or e-mailed signatures shall have the same force and effect as original signatures.

17. Plaintiffs hereby waive all claims for any damages, attorneys' fees, expenses, or costs against Westhampton Beach, its official agents or employees, arising out of the actions. Such claims for past damages, attorneys' fees, expenses, or costs are waived for all time and may not be revived in any future proceeding, whether it be to enforce this agreement or otherwise.

Dated: Carle Place, New York  
May \_\_, 2016

VILLAGE OF WESTHAMPTON BEACH

By:   
Brian S. Sokoloff, Esq.  
Authorized signatory

EAST END ERUV ASSOCIATION, MARVIN  
TENZER, MORRIS TUCHMAN, CLINTON  
GREENBAUM, ALAN H. SCHECHTER, CAROL  
SCHECHTER, JEFFREY LEAN, ALEXA LEAN,  
DEBORAH POLLACK, SIMCHA POLLACK

By: \_\_\_\_\_  
Authorized Signatory

VERIZON NEW YORK, INC.

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LONG ISLAND LIGHTING COMPANY d/b/a  
LIPA

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Jon R. Mostel  
General Counsel and Secretary

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Clint Greenbaum

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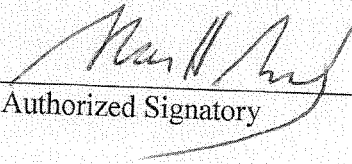
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By: Carol Schechter  
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By: *Simcha Pollack* 6/1/16  
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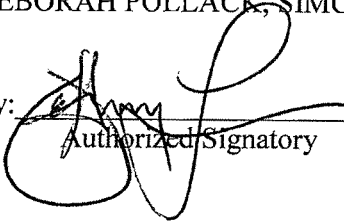
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By: Alexa Lean  
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