



236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR
GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

*DISCUSS
@ WORK
SESSION

September 24, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Alfred A. Affenito
Virginia Foster Martin

ANNOUNCEMENTS

The annual Fire Department hydrant testing will
take place on October 25th, beginning at 9 a.m.

PUBLIC HEARING

*Peconic Land Trust Wetlands Permit Application, to
perform shoreline restoration activities at Widow's
Hole Preserve

-GARY SCHARFMAN

MM (GH) TO CLOSE/
MS (JM)

PUBLIC TO ADDRESS THE BOARD

FRANK MACKEN
RANDY WADE
FRANK MACKEN

REGULAR AGENDA

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 09-2020-1

RESOLUTION adopting the September, 2020 agenda as printed. GH/JM

RESOLUTION # 09-2020-2

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

FIRE DEPARTMENT

RESOLUTION # 09-2020-3

RESOLUTION approving the application for membership of Piotr Narkiewicz to the Relief Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on September 16, 2020. JM/MBP

VILLAGE ADMINISTRATOR

RESOLUTION # 09-2020-4

PJP/
SLP/
JWP
RESOLUTION authorizing the issuance of a Request for Proposals for the option to lease the entire site, or a portion thereof, of the Village of Greenport property known as the "scavenger waste plant", located on Moore's Lane, adjacent to the Wastewater Treatment Plant. The purpose is to develop a project responsive to a possible Request for Proposals by PSEG Long Island regarding a potential for development of energy resources. In addition to the lease terms, the Village is also interested in sharing the output of any resource developed as a result of the outcome of the PSEG Long Island Request for Proposals. MBP/JR

VILLAGE TREASURER

RESOLUTION # 09-2020-5

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4656, to appropriate reserves to fund the purchase of the SCADA Software System, and directing that Budget Amendment # 4656 be included as part of the formal meeting minutes of the September 24, 2020 Regular Meeting of the Board of Trustees. JR/PC

RESOLUTION # 09-2020-6

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4657, to appropriate reserves to fund the purchase of a 2005 International 10-yard dump truck, and directing that Budget Amendment # 4657 be included as part of the formal meeting minutes of the September 24, 2020 Regular Meeting of the Board of Trustees. PC/JM

RESOLUTION # 09-2020-7

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4658, to appropriate reserves to fund the purchase of the Sixth Street pump, and directing that Budget Amendment# 4658 be included as part of the formal meeting minutes of the September 24, 2020 Regular Meeting of the Board of Trustees. JM/MBP.

VILLAGE CLERK**RESOLUTION # 09-2020-8**

RESOLUTION approving the attached SEQRA determination regarding the project identified as the "New Sanitary Sewer Central Pump Station Replacement", establishing the Village of Greenport Board of Trustees as the lead agency for the Project, declaring the Project to be a Type II Action for purposes of SEQRA, and adopting a Negative Declaration for purposes of SEQRA. MBP/JR

RESOLUTION # 09-2020-9

RESOLUTION approving the attached SEQRA determination regarding the Effluent Reuse Feasibility Study grant, establishing the Village of Greenport Board of Trustees as the lead agency for the Study, declaring the Study to be a Type II Action for purposes of SEQRA, and adopting a Negative Declaration for purposes for SEQRA. JR/PC

RESOLUTION # 09-2020-10

RESOLUTION approving the attached resolution authorizing and appropriating a 20% local match for the Effluent Reuse Feasibility Study grant. PC/JM

RESOLUTION # 09-2020-11

RESOLUTION authorizing Mayor Hubbard, on behalf of the Village of Greenport, to execute a grant agreement regarding the Effluent Reuse Feasibility Study with the New York State Environmental Facilities Corporation and to execute any and all other contracts, documents and instruments necessary to bring about the project to fulfill the obligations of the Village of Greenport under the grant agreement. JM/MBP

RESOLUTION # 09-2020-12

SLP
RESOLUTION approving the attached easement agreement between the Board of Managers of Pipes Cove Condominiums and the Village of Greenport, and authorizing Mayor Hubbard to sign the easement agreement on behalf of the Village of Greenport. MBP/JR

RESOLUTION # 09-2020-13

SLP/
PTP
RESOLUTION approving the attached "Sixth Renewal to Incremental Power Agreement" between the New York Power Authority ("NYPA") and the Village of Greenport, and authorizing Village Administrator Paul Pallas to sign the attached "Sixth Renewal to Incremental Power Agreement". JR/PC

VOUCHER SUMMARY**RESOLUTION # 09-2020-14**

RESOLUTION approving all checks per the Voucher Summary Report dated September 18, 2020, in the total amount of \$ 471,351.00 consisting of:

- o All regular checks in the amount of \$ 410,044.60, and
- o All prepaid checks (including wire transfers) in the amount of \$ 61,306.40. PC/JM

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 4656 Trans Date: 09/09/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 09/09/2020
Description: TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF SCADA
SOFTWARE SYSTEM FOR THE WWTP, AS REQUIRED BY DEC CONSENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	14,500.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	14,500.00
Total Amount:		<u>29,000.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 4657 Trans Date: 09/09/2020 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 09/09/2020
Description: AS PER VBR # 08-2020-17, TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF 2005 INTERNATIONAL 10 YARD DUMP TRUCK
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	18,250.00
A.5110.200	STREET MAINT.EQUIPMENT	18,250.00
Total Amount:		36,500.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 9 Trans Type: B2 - Amend Status: Batch
Trans No: 4658 Trans Date: 09/10/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 09/10/2020
Description: TO APPROPRIATE RESERVES FOR THE REPAIR OF THE SIXTH STREET PUMP
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	5,450.00
G.8130.203	MAJOR PUMP STATION REPAIR..	5,450.00
Total Amount:		10,900.00

Incorporated Village of Greenport – September 24, 2020 at 7:00 p.m.
Regular Meeting of the Board of Trustees

RESOLUTION 2020- [REDACTED] ~ SEQRA DETERMINATION

WHEREAS, the Board of Trustees of the Village of Greenport, in the County of Suffolk, a municipal corporation of the State of New York, has given due consideration to the proposed project identified as "New Sanitary Sewer Central Pump Station Replacement";

WHEREAS, the Board of Trustees of the Village of Greenport has reviewed the Engineering Report and the design plans and specifications provided by the engineer J.R. Holzmacher, P.E., LLC, dated April, 2020 and revised August 21, 2020, that depicts the said work on this project and accepts same as approved for soliciting bids for construction;

WHEREAS, based on the Engineering Report, Design Plans, Specifications and the preparation and review of the environmental assessment form containing an explanation of the action and impacts of said project and its component parts prepared by J.R. Holzmacher, P.E., LLC, dated April, 2020 and revised August 21, 2020 on behalf of the Village of Greenport, the Board of Trustees determines that each component part of the said project constitutes a Type II action pursuant to the State Environmental Quality Review Act (SEQRA) and there is no significant adverse environmental impact; and

RESOLVED: The Greenport Village Board as lead agency hereby determines and declares that such project and each component part of said project constitutes a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5, (c) and that each component part of said project be deemed to constitute a Negative Declaration and has accepted the findings of the short form EAF and no further environmental review is required.

NOW THEREFORE,

On motion of: Trustee [REDACTED]
it was unanimously approved.

Seconded by: Trustee [REDACTED]

Present: Mayor [REDACTED]
Deputy Mayor [REDACTED]
Trustee [REDACTED]
Trustee [REDACTED]
Trustee [REDACTED]

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law;

NOW, THEREFORE, BE IT:

RESOLVED that the Village of Greenport hereby determines that the proposed Effluent Reuse Feasibility Study is a Type II action in accordance with 6 NYCRR Section 617.5(c) and is therefore not subject to further review under 6 NYCRR Part 617.

NOW, THEREFORE, BE IT:

RESOLVED that the Village of Greenport, is Lead Agency, and hereby determines that the proposed project will not have a significant adverse effect on the environment and hereby issues a Negative Declaration pursuant to the provisions of the State Environmental Quality Review Act for the reasons set forth in the attached Notice of Determination of Non-Significance.

RESOLVED that the Village of Greenport is authorized to take all actions reasonable and necessary to file the Negative Declaration and discharge the Village of Greenport's responsibility as lead agency for this action.

NOW, THEREFORE, BE IT:

RESOLVED that the Village of Greenport authorizes and appropriates a minimum 20% local match as required by the Engineering Planning Grant Program for the Effluent reuse feasibility Study.

Under the EPG) program, this local match must be at least 20% of the EPG grant award of \$ 26,420.

The source of the local match, and any amount in excess of the required match, shall be provided from the Sewer Fund.

The maximum local match shall not exceed \$ 5,284 based upon a total estimated maximum project cost of \$ 31,704.

The Village Administrator may increase this local match through the use of in-kind services without further approval from the Village of Greenport.

EASEMENT AGREEMENT

This agreement made the 8th day of September, 2020 between the Board of Managers of Pipes Cove Condominium ("Pipes Cove") a duly formed entity with its principal office located at 131 Sixth Street, Greenport, NY 11944 and the Incorporated Village of Greenport (Greenport) a municipal corporation with its offices located at 236 Third Street, Greenport, NY:

WHEREAS Pipes Cove is the owner of certain real property (the "Property") that is identified as 131 Sixth Street, Greenport, New York, 11944, and is more specifically identified by Suffolk County Tax Map Number 1001007000100016006; and

WHEREAS Greenport is the owner of the roadway adjacent to and that services the Property which roadway is a Village owned public roadway known as Sixth Street; and

WHEREAS Pipes Cove is going to replace a certain bulkhead at a location on the Property that is hereinafter described, and

WHEREAS the replacement of the bulkhead by Pipes Cove is necessary for Pipes Cove to maintain the existing boat basin on or adjacent to the Property in a safe condition, and

WHEREAS the placement of said bulkhead is necessary for Greenport in order to maintain the integrity of Sixth Street and the sidewalk located therein, and

WHEREAS Greenport has requested, and Pipes Cove has agreed to maintain a certain area on the Property in a natural habitat without a planted grass lawn, and

WHEREAS it will be necessary in order to properly stabilize and provide the necessary support for the replaced bulkhead to utilize helical anchors which are approximately sixty (60) feet in length as shown on certain plans heretofore approved by Greenport prepared by LK McLean Associates PC dated October 2019, a copy of which are annexed hereto, which helical anchors will be placed under the roadway of Sixth Street as indicated on the October, 2019 plans; and

WHEREAS Pipes Cove hereby agrees to pay for and hold Greenport harmless for any and all damages caused to the Greenport Village Water Main and Greenport Village Sewer Line which are located beneath the surface of Sixth Street, and to Sixth Street:

NOW, Pipes Cove and Greenport do hereby agree that;

1. Greenport hereby grants and conveys an easement for the installation of helical anchors under the surface of Sixth Street for a distance of forty-eight (48) feet from the Property into said Sixth Street beginning at a point on the westerly line of Sixth Street beginning at a point on said westerly line of Sixth Street 50 feet from the boundary of the lands between now or formerly of Ludacer and the lands of Pipes Cove with at the intersection of said boundary and the westerly line of Sixth Street running thence along said westerly line of Sixth Street South 7 degrees 18 minutes 40 seconds West a distance of 140 feet.
2. The helical anchors shall be placed and maintained in such a manner so as not to damage or undermine Sixth Street or the surface or structure of the roadway or to interfere with the public water and sewer or any other public utilities that are located under the Sixth Street roadway.
3. The term of this easement shall be for forty-nine (49) years from the date that this Easement Agreement is fully executed.

4. Either party may terminate this agreement due to the noncompliance of the other party on thirty days written notice to the other party.

5. On the expiration or termination of this Easement Agreement Pipes Cove shall remove all Pipes Cove property and equipment from on or under Sixth Street.

6. This Easement Agreement contains all of the agreements of the parties and there is no other agreement between the parties that is not in writing and is not contained in this Easement Agreement and this Easement Agreement and the agreement of the parties can only be amended or modified in writing executed by both parties.

VILLAGE OF GREENPORT:

By: _____

BOARD OF MANAGERS OF THE
PIPES COVE CONDOMINIUM

BY:  _____

Robert Wallace, President

ACKNOWLEDGEMENT OF BOARD OF MANAGERS OF PIPES COVE CONDOMINIUM.
STATE OF NEW YORK)

)ss:

COUNTY OF SUFFOLK)

On this 8th day of September, 2020, before me personally came Robert Wallace to me known, who, being by me duly sworn did depose and say that he resides at 37 Fleetwood Road, Commack, NY 11725 that he is the President of Board of Managers of Pipes Cove Condominium the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)


Notary Public

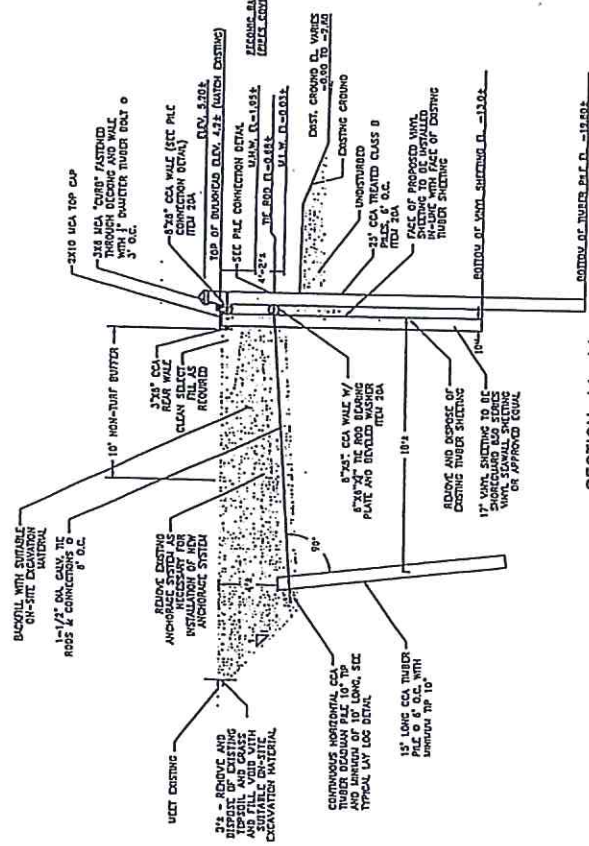
WILLIAM H. PRICE, JR.
Notary Public, State of New York
No. 4644944, Suffolk County
Term Expires February 28, 2022

ACKNOWLEDGEMENT OF GREENPORT
STATE OF NEW YORK
COUNTY OF SUFFOLK

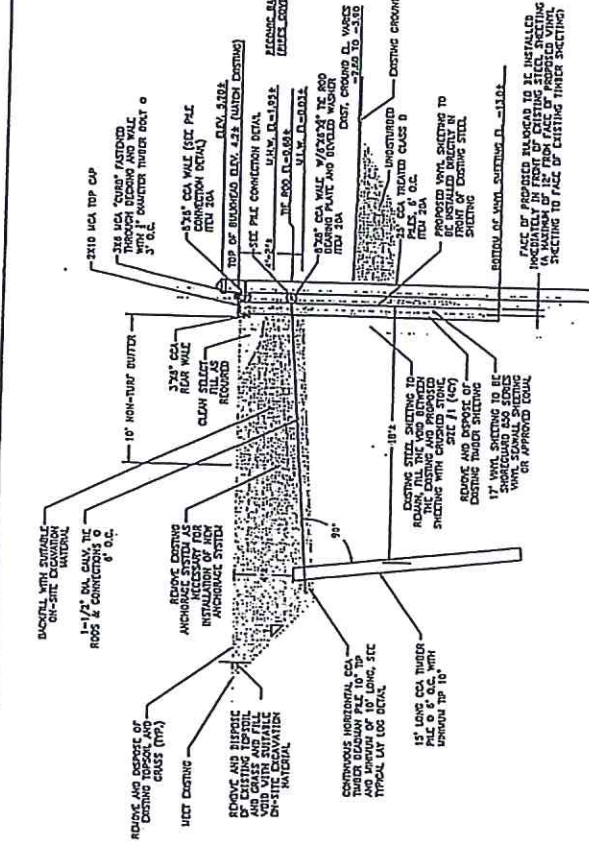
On this ____ day of _____, 20____, before me personally came _____ to me known to be the _____ the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL)

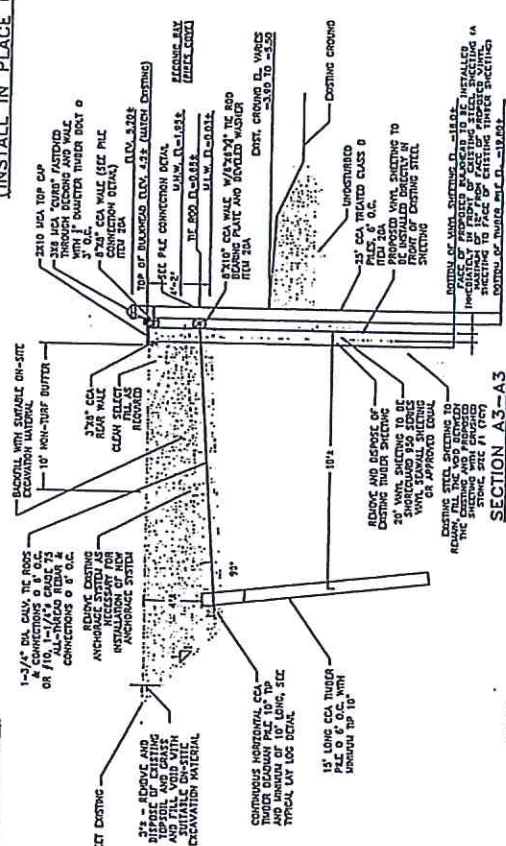
Notary Public



SECTION A1-A1
VINYL BULKHEAD W/ TIMBER DEADMAN ANCHORAGE SYSTEM
(IN-PLACE BULKHEAD REPLACEMENT)
N.T.S.

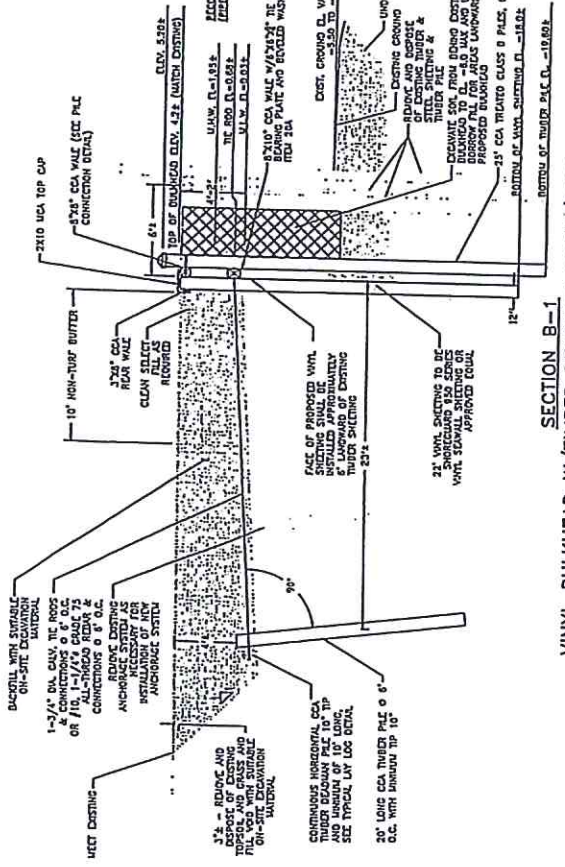


SECTION A2-A2
VINYL BULKHEAD W/ TIMBER DEADMAN ANCHORAGE SYSTEM
(INSTALL IN PLACE OF EXISTING TIMBER SHEETING)
N.T.S.

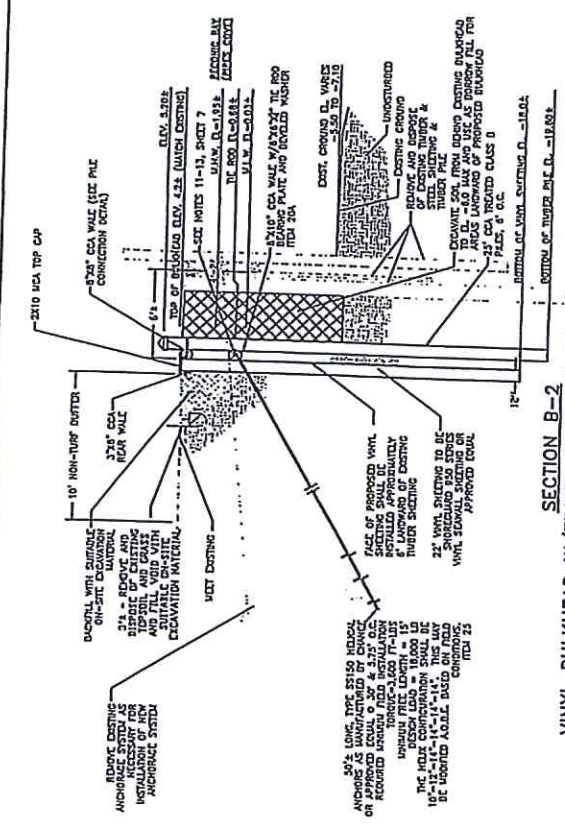


SECTION A3-A3
VINYL BULKHEAD W/ TIMBER DEADMAN ANCHORAGE SYSTEM
(INSTALL IN PLACE OF EXISTING TIMBER SHEETING)
N.T.S.

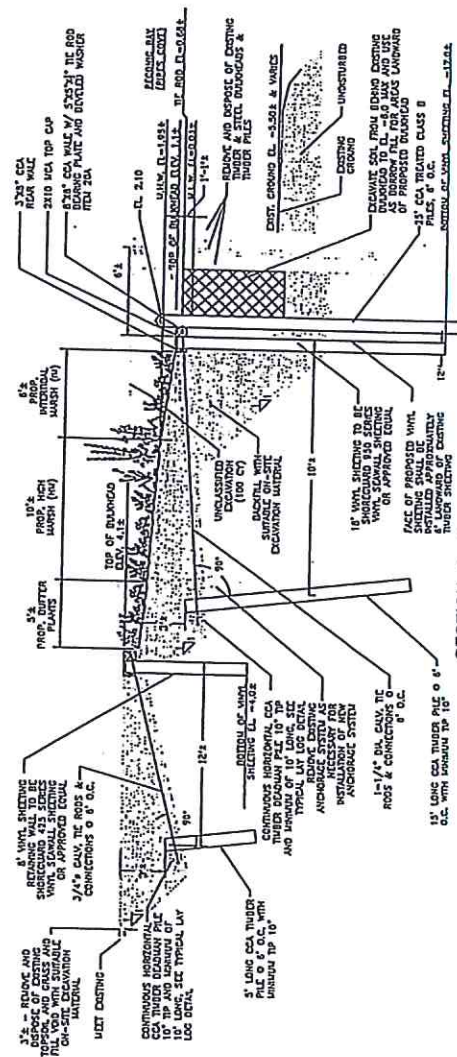
DATE	BY	REVISIONS	APPROV. BY
		PIPES COVE CONDOMINIUM COMPLEX BULKHEAD REPLACEMENT AT THE PIPES COVE CONDOMINIUM COMPLEX IN THE PECOS DAY	
		MISCELLANEOUS DETAILS - 1	
		L.K. McLEAN ASSOCIATES, P.C. SUTHERLAND COUNTY, OKLA. 74106	
		Designed By: KJM	Scale: AS NOTED
		Drawn By: KJM	Date: OCT, 2019
		Approved By: RCD	File No. 17068.000
			2 OF 7



SECTION B-1
VINYL BULKHEAD W/TIMBER DEADMAN ANCHORAGE SYSTEM
(6' LANDWARD OF TIMBER BULKHEAD)
N.T.S.

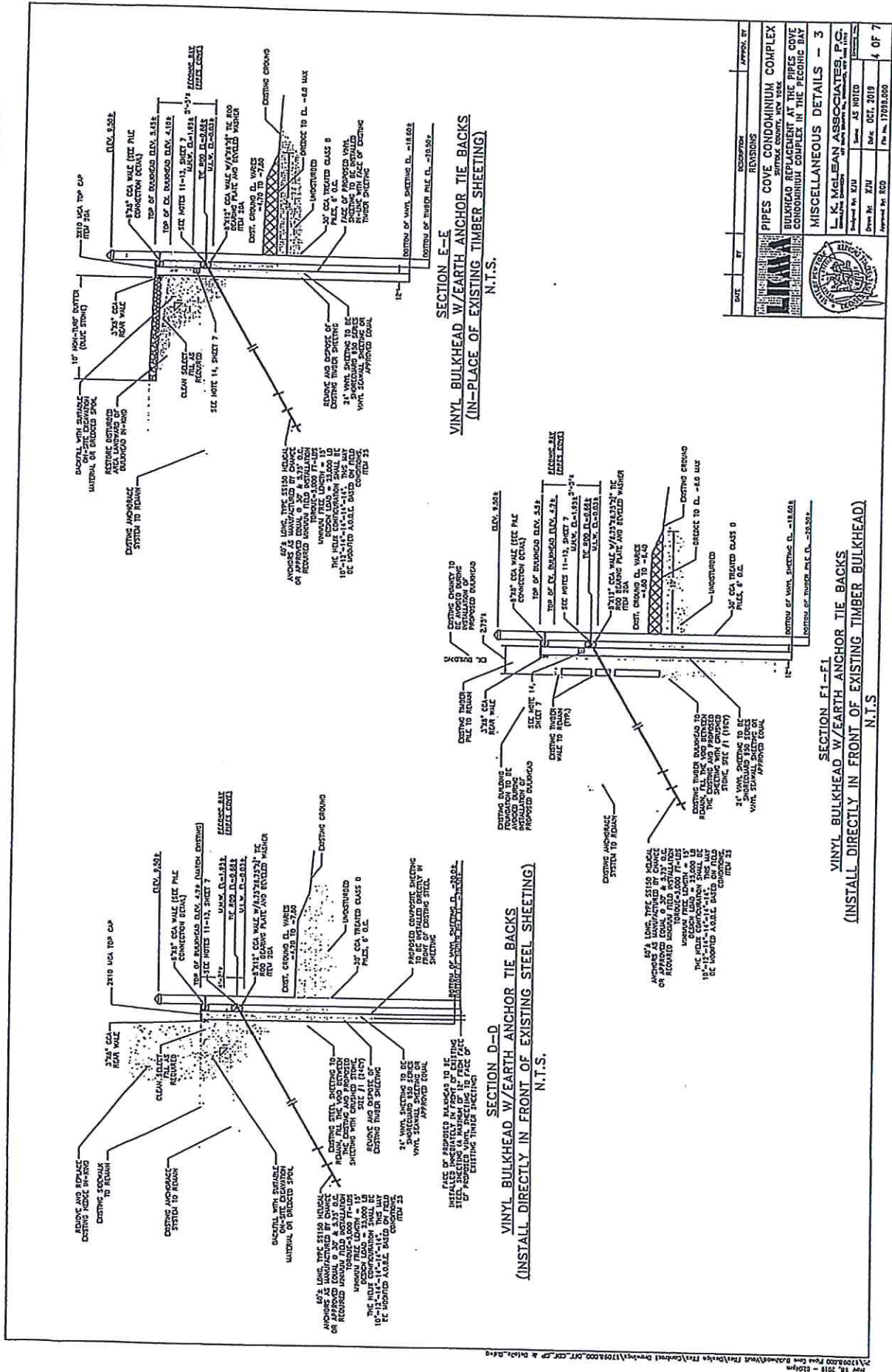


SECTION B-2
VINYL BULKHEAD W/TIMBER DEADMAN ANCHORAGE SYSTEM
(6' LANDWARD OF TIMBER BULKHEAD)
N.T.S.



SECTION C-C
LOW SILL VINYL BULKHEAD W/TIMBER
DEADMAN ANCHORAGE SYSTEM
(6' LANDWARD OF TIMBER BULKHEAD)
N.T.S.

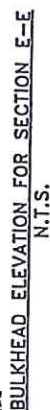
DATE	BY	DESCRIPTION	APPROV. BY
		REVISIONS	
		PIPES COVE CONDOMINIUM COMPLEX	
		BULKHEAD REPLACEMENT AT THE PIPES COVE	
		CONDOMINIUM COMPLEX IN THE PEGGON BAY	
		MISCELLANEOUS DETAILS - 2	
		L.K. McLEAN ASSOCIATES, P.C.	
		DESIGNED BY: KJM	AS NOTED
		DRAWN BY: KJM	AS NOTED
		CHECKED BY: KJM	AS NOTED
		APPROVED BY: KJM	AS NOTED
		DATE: OCT. 2019	
		PROJECT NO.: 17098.000	
		SHEET NO.: 3 OF 7	



DATE	BY	DESCRIPTION	APPROVAL
		REVISIONS	
		PIPES COVE CONDOMINIUM COMPLEX	
		BULKHEAD REPLACEMENT AT THE PIPES COVE CONDOMINIUM COMPLEX IN THE PEECONIC BAY	
		MISCELLANEOUS DETAILS - 3	
		L.K. McLEAN ASSOCIATES, P.C.	
		1000 WEST 10TH STREET, SUITE 200, NEW YORK, NY 10014	
		Drawn By: J.M.J.	Scale: AS NOTED
		Date: OCT. 2019	Sheet No. 17018.000
		Approved By: RCD	4 OF 7

Nov 10, 2019 - 10:00am
 17018.000 Pipes Cove Bulkhead Replacement
 17018.000.DWG - RCD, J.M.J. & J.M.J.

BULBOHEAD RETURN SHALL ONLY TO BE USED WHEN EXPOSED BULBOHEAD HEIGHT IS LESS THAN 3 FEET. WHEN BULBOHEAD HEIGHT EXCEEDS 3 FEET, CONTRACTOR SHALL IMPLEMENT THE ADJACENT BULBOHEAD SECTIONS SHOWN ON THE PLANS.



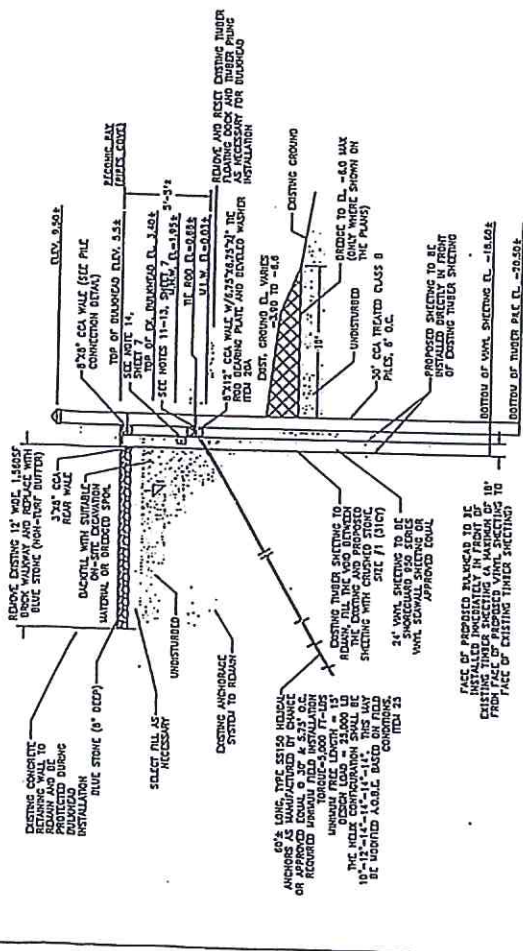
DATE	BY	DESCRIPTION	APPROV. BY
		REVISIONS	
<p>PIPES COVE CONDOMINIUM COMPLEX SUTROCK COUNTRY, NEW YORK</p> <p>BUILDING REPLACEMENT AT THE PIPES COVE CONDOMINIUM COMPLEX IN THE SECOND DAY</p> <p>MISCELLANEOUS DETAILS - 4</p>			
<p>L. K. MCLEAN ASSOCIATES, P.C. CONSULTING ENGINEERS 100 WEST 10TH STREET, SUITE 200, NEW YORK, NY 10011</p> <p>Designed by: JLN Scale: AS NOTED Drawing No.: 10011</p> <p>Drawn by: JLN Date: OCT. 2019</p> <p>Approved by: RCD File No.: 121008.000</p>			
			

L. K. McLEAN ASSOCIATES P.C.

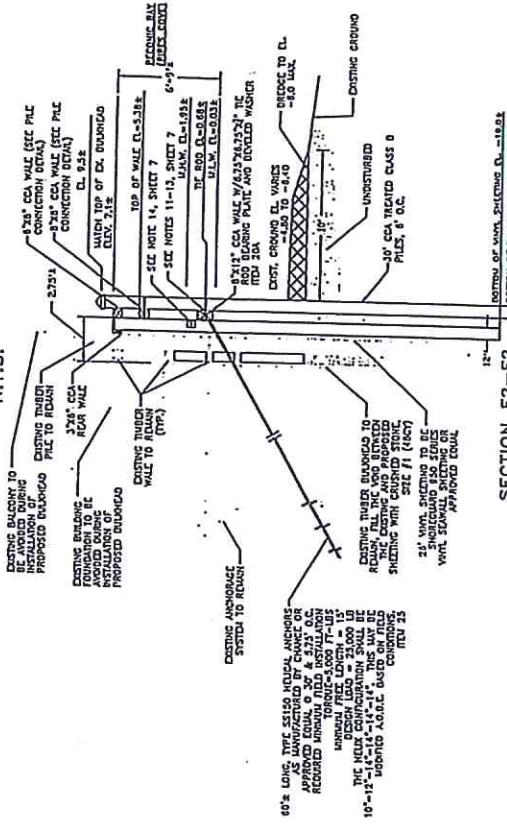
14111	1984	434	Yokohama "The Altered Model 417	Estimated 2000
Country	USA	ST	1984	1984
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	KJH	OCT. 2019
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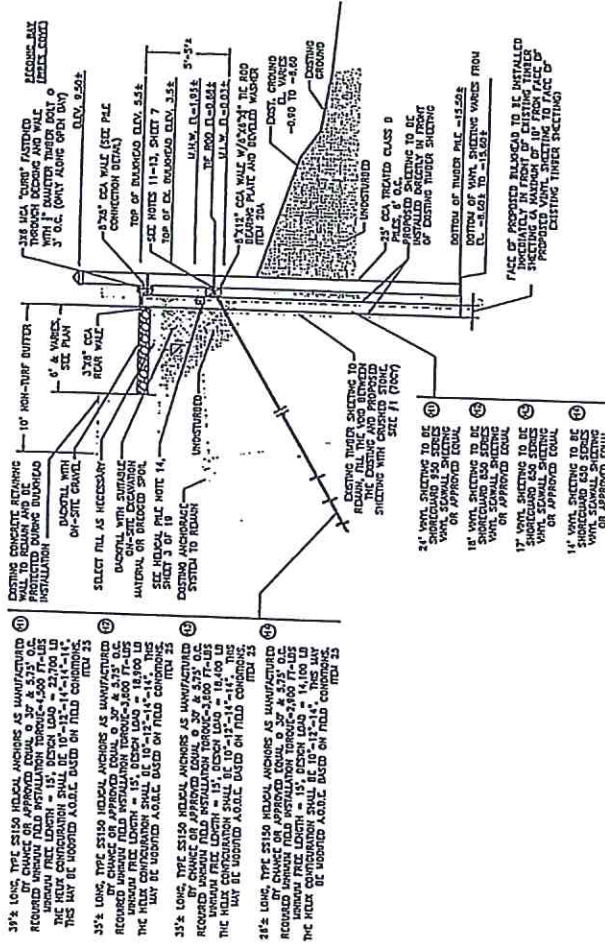
Revised By RCO	File No. 17098.000
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SECTION G-G
VINYL BULKHEAD W/EARTH ANCHOR TIE BACKS
(IN FRONT OF EXISTING TIMBER SHEETING)
N.T.S.



SECTION F2-F2
VINYL BULKHEAD W/EARTH ANCHOR TIE BACKS
(IN FRONT OF EXISTING TIMBER BULKHEAD)
N.T.S.



SECTION H-H
VINYL BULKHEAD W/EARTH ANCHOR TIE BACKS
(IN FRONT OF EXISTING TIMBER SHEETING)
N.T.S.

DATE	BY	REVISIONS	APPROVED BY
		PIPES COVE CONDOMINIUM COMPLEX BULKHEAD REPLACEMENT AT THE PIPES COVE CONDOMINIUM COMPLEX IN THE PECOS BAY	
		MISCELLANEOUS DETAILS - 5	
		L.K. McLEAN ASSOCIATES, P.C. 1200 WEST 10TH AVENUE, SUITE 100 DENVER, CO 80202	
		Drawn By: J.M.J. Scale: 1/8" = 1'-0"	Checked By: _____
		Drawn By: J.M.J. Date: OCT. 2019	5 OF 7
		Approved By: BJD	File No. 170981-000

L. K. McLEAN
 PROFESSIONAL ENGINEER
 STATE OF COLORADO
 LICENSE NO. 10000
 MECHANICAL ENGINEERING

SIXTH RENEWAL TO THE INCREMENTAL POWER SUPPLY AGREEMENT

This sixth renewal to the Incremental Power Supply Agreement ("Renewal"), dated _____, 2020 is made by and between the New York Power Authority ("NYPA" or the "Authority") and Village of Greenport ("Customer"). NYPA and the Customer are collectively referred to as the "Parties."

FACTUAL RECITALS

The Authority supplies electric power to the Customer in accordance with the Customer's 1986 Application for Service, as amended and extended, which includes provisions for the sale and purchase of hydroelectricity and incremental electricity.

The Parties entered into an Incremental Power Supply Agreement ("Incremental Agreement") on June 5, 2007 as a supplement to the 1986 Application for Service to supersede any prior agreement between the Parties pertaining to NYPA's supply of incremental electricity to the Customer.

Under the Incremental Agreement, the Customer agreed, *inter alia*, to purchase its full incremental electricity needs from NYPA for a two-year term commencing midnight January 1, 2008 and expiring on 11:59 p.m. December 31, 2009, which may be renewed successively by mutual written agreement for a one year term each year thereafter.

Consistent with the Incremental Agreement, the Parties successively executed timely, written agreements, on December 22, 2009 and December 13, 2010, for the renewal of the Incremental Agreement for the term January 1, 2010 through December 31, 2010 and for the term January 1, 2011 through December 31, 2011.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on November 28, 2011, commencing January 1, 2012 through December 31, 2014.

The Parties mutually agreed in writing to the First Amendment to the Incremental Power Supply Agreement on November 21, 2014 which i) permitted the Incremental Agreement's renewal for terms of either one, two or three additional years, as may be mutually agreed in writing by the Parties; and ii) renewed the Incremental Agreement for a three-year term commencing January 1, 2015 through December 31, 2017.

The Parties mutually agreed in writing to renew the Incremental Agreement for a three-year term, on October 26, 2017, commencing January 1, 2018 through December 31, 2020.

The Parties now seek to renew the Incremental Agreement to extend its term for three years, commencing January 1, 2021 through December 31, 2023.

Now, Therefore, in consideration of the premises and covenants herein, the Parties hereby agree as follows:

1. To renew the Incremental Agreement for a three-year term, effective midnight January 1, 2021 and expiring on 11:59 PM on December 31, 2023.
2. Except as provided in Section 1 of this Renewal, all other terms and conditions of the Incremental Agreement remain in full force and effect.

In Witness Whereof, the Authority and the Customer have executed this Renewal to the Incremental Agreement on the date written above.

NEW YORK POWER AUTHORITY

By: _____
Name: Keith T. Hayes
Title: Senior Vice President, Clean Energy Solutions

VILLAGE OF GREENPORT

By: _____
Name: _____
Title: _____

Signature:

Email: spirillo@greenportvillage.org

Title:

Company:

Signature:

Email: keith.hayes@nypa.gov

Title:

Company: