



**August 27, 2020 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Ruth T. Bayles
Michael Vincent Claps
Susan Ellsworth
Paul Nicholson Mueller
Robert F. Novak
Greta Helene Utz
Donald Everett Wagner
The Reverend Carl Clemens Weaver
Scott Robert Winslow

PUBLIC HEARING

(MM)MBP/MS(JR) TO CLOSE

Public hearing regarding the application for a proposed amendment by 123 Sterling LLC to the Stipulation dated March 12, 2007 between 123 Sterling, LLC; Sterling Basin Neighborhood Association; George Limperis; The Village of Greenport; The Zoning Board of Appeals of the Village of Greenport; and the Planning Board of the Village of Greenport, regarding the property 123 Sterling Avenue, SCTM #: 1001-3-5-16.4 and 1001-3-5-16.5

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

PUBLIC HEARING RE: 123 STIP

PAUL PAWLOWSKI

ELLEN SCHNEPPEL

PAUL PAWLOWSKI - WITHDRAW APP.

PAT MUNDUS

DAVID BERSON

CHATTY ALLEN

FRANK MACKEN

TONY SPIRIDAKIS

JOHN SALADINO

TRICIA HAMMES

JOE FLOTTERON

LANE BUBKA (GUYER ATTORNEY)

PAT MUNDUS

TONY SPIRIDAKIS

FRANK MACKEN

STEVE WEISS

PUBLIC TO ADDRESS

TRICIA HAMMES

L. KREHLENG

CHATTY ALLEN

→ BILL SWISKEY

→ JOHN SALADINO

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 08-2020-1

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

RESOLUTION # 08-2020-2

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 # 08-2020-3

SLP
RESOLUTION accepting the application for membership of Juan Diaz to the Standard Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on August 19, 2020. JM / MBP

RESOLUTION # 08-2020-4

SLP
RESOLUTION accepting the application for membership of Linda Mysliborski to the Relief Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on August 19, 2020. MBP / JR

RESOLUTION # 08-2020-5

SLP
RESOLUTION accepting the application for membership of Robert J. Corwin to the Relief Hose Company of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on August 19, 2020. JR / PC

RESOLUTION # 08-2020-6

SLP
RESOLUTION accepting with regret the resignation of Gary Stoner from the Relief Hose Company of the Greenport Fire Department, as accepted by the Relief Hose Company on August 3, 2020, and the Village of Greenport Fire Department Board of Wardens on August 19, 2020. PC / JM

VILLAGE ADMINISTRATOR

RESOLUTION # 08-2020-7

RESOLUTION accepting the attached North Ferry queue re-design known as "Alternative 4", as developed and recommended by L.K. McLean Associates, as the ferry queue re-design selection from the Village of Greenport Board of Trustees to the New York State Department of Transportation. JM / MBP

VILLAGE TREASURER

RESOLUTION # 08-2020-8

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4559, to appropriate reserves to fund the temporary emergency rental of a generator for the Central Pump Station, and directing that Budget Transfer # 4559 be included as part of the formal meeting minutes of the August 27, 2020 Regular Meeting of the Board of Trustees. MBP/JR

VILLAGE CLERK

RESOLUTION # 08-2020-9

RESOLUTION approving the attached SEQRA resolution regarding the approval of the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. for the property at 123 Sterling Avenue, Greenport, New York, 11944; adopting lead agency status, determining that the approval of the application is an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration determining that the approval of the Wetlands Permit Application will not have a significant negative impact on the environment. JR/PC

RESOLUTION # 08-2020-10

RESOLUTION approving the Wetlands Permit Application submitted by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. for the property at 123 Sterling Avenue, Greenport, NY 11944 to modify the conditions of the original approval of the approved wetlands permit to allow for dockage along the east bulkhead. Per the Village of Greenport Conservation Advisory Council, the following conditions shall also apply to the approval of this permit application:

- The approved Wetlands Permit Application will have an expiration date of two (2) years from the date of approval.
- The applicant must install a pump-out station on the premises that is accessible to the public, and
- Any required fill material shall come from site material previously removed and currently stored on-site. PC/JM, w/MBP OPPOSED

RESOLUTION # 08-2020-11

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2020 amending Chapter 88 (Noise) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 88 (Noise) to be an Unlisted Action for purposes of SEQRA, and adopting a Negative Declaration, determining that the adoption of the Local Law will not have a significant negative impact on the environment.

JM/MBP

MOTION TO TABLE-MBP/MS(PC)

PC-Y

GH-N

JM-N

MBP-Y

JR-Y

RESOLUTION # 08-2020-12

RESOLUTION adopting Local Law # _____ of 2020, amending Village of Greenport Code Chapter 88 (Noise), adopting new regulations for the regulation of noise within the Village of Greenport.

TABLE-MBP/MS(PC) PC-Y/JM-N/MBP-Y/JR-Y/GH-N

RESOLUTION # 08-2020-13

RESOLUTION scheduling a public hearing for 7:00 p.m. on September 24, 2020 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a modification to, and extension of, the Wetlands Permit for Peconic Land Trust, Inc.; to perform shoreline restoration activities at the Widow's Hole Preserve, with such restoration including approximately .4 acres of shoreline and adjacent upland.

MBP(MM)/MS(JR)

RESOLUTION # 08-2020-14

RESOLUTION ratifying the attached annual agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station, and authorizing Mayor Hubbard to sign the agreement between the Town of Southold and the Village of Greenport regarding the Marine Pump-Out Station.

JR/PC

RESOLUTION # 08-2020-15

RESOLUTION approving the attached lease agreement between the Village of Greenport and the Clinton A.M.E. Zion Church for the use of a portion of the property located at 612 Third Street, Greenport that is owned by the Clinton A.M.E. Zion Church, for use by the Village of Greenport Recreation Program, and authorizing Mayor Hubbard to execute the lease agreement on behalf of the Village of Greenport.

PC/JM

RESOLUTION # 08-2020-16

RESOLUTION authorizing the solicitation of bids for the purchase of a generator for the central pump [sewer] station, to include the removal and disposal of the existing generator, and directing Clerk Pirillo to notice the bid solicitation accordingly.

JM/MBP

RESOLUTION # 08-2020-17

RESOLUTION accepting the bid of \$ 18,250.00 from Stanley F. Skrezec, the sole bidder, for the purchase of a 2005 International 10-yard dump truck for the Village of Greenport Road Department, per the bid opening on July 23, 2020.

MBP/JR

RESOLUTION # 08-2020-18

RESOLUTION accepting the following bids from Steven Norkelun, the sole bidder, for the purchase of a:

- 1989 Ford F-350 pick-up truck - bid of \$ 1,000.00
 - 2002 International 4700 dump truck - bid of \$ 1,000.00, and
 - 2008 Ford F-450 super-diesel pick-up truck - bid of \$ 1,000.00;
- per the bid opening on August 6, 2020.

JR/PC

RESOLUTION # 08-2020-19

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1, 2020. *PC/JM*

RESOLUTION # 08-2020-20

SLP RESOLUTION rejecting all proposals received for consulting services for the Village of Greenport Fire Department, per the proposal opening on February 20, 2020; and directing Clerk Pirillo to re-notice the request for proposals accordingly. *JM/MBP*

VOUCHER SUMMARY**RESOLUTION # 08-2020-21**

RESOLUTION approving all checks for Fiscal Year 2019/2020 per the Voucher Summary Report dated August 21, 2020, in the total amount of \$ 6,578.06 consisting of:

- o All regular checks in the amount of \$ 6,578.06. *MBP/JR*

RESOLUTION # 08-2020-22

RESOLUTION approving all checks for Fiscal Year 2020/2021 per the Voucher Summary Report dated August 24, 2020, in the total amount of \$ 1,075,257.89 consisting of:

- o All regular checks in the amount of \$ 563,152.04, and
- o All prepaid checks (including wire transfers) in the amount of \$ 512,105.85.

JR/PC

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 4559 Trans Date: 08/12/2020 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 08/12/2020
Description: TO APPROPRIATE RESERVES TO FUND THE TEMPORARY EMERGENCY
RENTAL OF A GENERATOR FOR THE CENTRAL PUMP STATION Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	18,000.00
G.8130.200	PUMP STATION EQUIPMENT..	18,000.00
Total Amount:		36,000.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE WETLANDS PERMIT APPLICATION
OF APPLICANT PAUL PAWLOWSKI ON BEHALF OF 123 STERLING AVENUE CORP.

WHEREAS an application for a wetlands permit approval was filed by applicant Paul Pawlowski on behalf of 123 Sterling Avenue Corp. with the Board of Trustees of the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the wetlands permit application and the Board of Trustees of the Village of Greenport with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the consideration and approval of the wetlands permit application and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the wetlands permit application is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the wetlands permit application;

Will not have a significant negative impact on the environment in the action, and;

Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems, and;

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and;

Will not result in the creation of a material conflict with a community's current plans or goals, and;

Will not result in the creation of a hazard to human health, and;

Will not result in a substantial change in land use, and;

Will not encourage or attract an additional large number of people to a place for more than

a few days, and;

Will not result in the creation of a material demand for other actions, and;

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two ore more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: July 9, 2020

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 88 (NOISE)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 88 (Noise), of the Village of Greenport Code to adopt new regulations for the regulation of noise in the Village of Greenport ; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Chapter 88 (Noise) and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Chapter 88 (Noise), of the Village of Greenport Code to adopt new regulations for the regulation of noise in the Village of Greenport; and it is further

RESOLVED that the Board of Trustees hereby determines that the amendment of Chapter 88 (Noise) of the Village of Greenport Code to adopt new regulations for the regulation of noise in the Village of Greenport; it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 88 (Noise) of the Village of Greenport Code to adopt new regulations for the regulation of noise in the Village of Greenport is an Unlisted Action for purposes of SEQRA;

Will not have a significant negative impact on the environment in the action, and;
Will not result in a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, substantial increase in solid waste production, a substantial increase in potential for erosion, flooding, leaching or drainage problems; and

Will not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or

wildlife species, impacts on habitats, or other significant adverse impact on natural resources, impairment of a critical environmental area and

Will not result in the creation of a material conflict with the community's current plans or goals, and

Will not result in the creation of a hazard to human health, and

Will not result in a substantial change in land use, and

Will not encourage or attract an additional large number of people to a place for more than a few days, and

Will not result in the creation of a material demand for other actions, and

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.

Upon motion by Trustee / seconded by Trustee

this resolution is carried as follows:

Dated: August 3, 2020

IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways

Intermunicipal Agreement

This Agreement ("Agreement") is between the Town of Southold ("Town"), a municipal corporation of the State of New York, having an office at 53095 Route 25, Southold, New York 11971 and the Village of Greenport, a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944.

Term of Agreement: Shall be from June 24, 2020 through October 31, 2020

Total Cost of Agreement: As provided in this Agreement

Whereas, the Town presently employs individuals to operate pump out boats in the various Southold Town Waterways; and

Whereas, the Village would like to utilize those Town Pump Out Boat Services in Village Waterways during special events, when their Village Pump Out Boat is inoperable or as other emergency need arises; and

Whereas, the Town needs to have locations available to it for the offload of effluent waste from the Town Pump Out Boat;

Now, Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. The Town will provide Pump Out Boat Services in Village Waterways when requested by the Village on an emergency basis and during special events in the Village from 11 a.m. until 5 p.m., upon advanced seven (7) days written notice beginning June 24, 2020 through October 31, 2020, conditioned upon the availability of the Town's Pump Out Boat's regular duties, and as may otherwise be agreed by the Town and the Village.

2. The pump out boat and staff thereon provided by the Town under this Agreement shall have all appropriate certifications as required and appropriate for employment as a pump out boat operator during all times that they are providing services under this Agreement.

3. The individuals that are provided to the Village by the Town to work at the Village waterways shall at all times be and remain employees of the Town, and covered by all required and respective Town insurance and benefit plans, and have all salary and other compensation and other payments that may accrue or be due to them paid to them by the Town. The individuals shall at all times remain and considered to be employees of the Town.

4. In consideration of this agreement the Village shall waive any and all pump out boat offload fees for the Town at their Village pump station at Mitchell Marina during a period of special event service and/or emergency service. All other times the Town shall be permitted to offload, and the Village shall accept, effluent waste from the Town Trustees' Pump Out Boat at the Village Pump

IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways

Out Station at a rate of fifty cents (\$0.50) per gallon. The Mitchell Marina Dock Master or his/ her designee and the Town Pump Out Boat Operator shall jointly agree on the amount of waste off loaded and shall note their records accordingly.

5. Indemnification: The Village agrees to hold harmless and indemnify the Town and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Village or its officers or employees while acting within their scope or capacity of this agreement. The Town agrees to hold harmless and indemnify the Village and its employees for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Town or its officers or employees while acting within their scope or capacity of this agreement.

6. The Village of Greenport agrees to carry appropriate insurance coverage from claims of bodily injury, death or property damage that may arise from the performance of services under this agreement in limits of \$1,000,000 and \$1,000,000 aggregate liability for bodily injury and property damage. The Town shall be named as additional insured and a certificate of insurance shall be provided to the Office of the Town Clerk within 48 hours of execution of this Agreement.

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

8. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below:

Town of Southold

Village of Greenport

By: _____

Hon. Scott A. Russell
Supervisor

By: _____

Hon. George W. Hubbard, Jr.
Mayor

Date: _____

Date: _____

IMA Town of Southold and Village of Greenport
Town Pump Out Boats on Village Waterways

STATE OF NEW YORK, COUNTY OF SUFFOLK ss:

On the day of June, in the year 2020, before me, the undersigned, personally appeared George W. Hubbard, Jr, Mayor of the Village of Greenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss:

On the day of June, in the year 2020, before me, the undersigned, personally appeared Scott A. Russell, Supervisor of the Town of Southold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

LEASE AGREEMENT

AGREEMENT OF LEASE made this day of 2020, by and between the Clinton Memorial A.M.E. Zion Church, 614 Third Street, Greenport, New York 11944 (the "Church" or the "Lessor"), and the Village of Greenport, 236 Third Street, Greenport, New York 11944, party of the first part (the "Village" or "Lessee") as follows:

1. The Lessor agrees to lease to the Village and the Village agrees to lease from the Lessor the portion of Church premises at 614 Third Street which is known as the Perry Day Care Center (the "Premises") as provided in this Lease Agreement.
2. The term of this Lease shall be for one year commencing on April 19, 2020 and ending on April 30, 2021. The Lease shall automatically renew for an additional four one year renewal terms (for a total of five years), with the first such one year renewal term beginning May 1, 2021 and the last renewal term ending on April 30, 2025), unless either party should send the other party written notice by February 15th prior to the end of the initial term or one of the renewal terms that the party does not want the lease to renew for an additional term or terms, whereupon the term of the lease shall end on the April 18th, of that term.
3. The Village agrees to accept the Premises in as is condition.
4. The Village shall make only cosmetic and nonstructural changes to the Premises, such as painting, general cleaning and carpet cleaning. At the end of the term of this Lease the Village shall return the Premises in clean and good condition, free of any personal property and restored to the condition at the commencement of the Lease, less any reasonable wear and tear.
5. The Village shall make a monthly payment to the Church in the amount of \$1,000 per month for the initial term and any renewal term of this Lease. It is agreed that in the event that the Lessee defaults in respect of any of the terms, provisions and conditions of this agreement, including the payment of rent, the Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or for any sum which the Lessor may expend or be required to expend by reason of the Lessee's default in respect to any of the terms, covenants and conditions of this agreement. In the event that the Lessee shall fully and faithfully comply with all of the terms, provisions covenants and conditions of this agreement, the security shall be returned to the Lessee after the end of the term of the agreement, after delivery of entire possession of the demised premises to the Lessor.

The parties acknowledge that the monthly payment is meant to be an offset against the expenses that may be incurred by the Church due to the Lease. In the event that there is an increase in the real estate taxes for the property due to an adjustment to the real property tax

assessment on the property by the Town of Southold that results from this Lease, the monthly payments of the Village of Greenport shall be adjusted to reimburse the Church for that increase which shall be deemed additional rent hereunder. It is acknowledged and agreed that, at present, no real property taxes are payable on the said property by the Church and any taxes assessed represent an increase in real estate taxes under this paragraph.

6. The Village shall be responsible for the payment of all utilities used at the Premises and shall be responsible for weekly refuse removal.

7. The Village shall use the Premises for the operation of Village related or Village sponsored activities only.

8. The Village of Greenport shall add and maintain, for the term of the Lease and any extensions thereto, the Church to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate naming Clinton Memorial A.M.E. Zion Church, as an additional insured. Lessee shall promptly deliver to Lessor certificates of insurance evidencing such policies on or before occupancy. Failure to deliver said certificates, and any extensions thereof, shall constitute a default under the terms hereof.

9. Lessee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Lessee shall deliver to Lessor said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Lessor and all the policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

10. Lessee agrees not to suffer any act of commission or omission on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

11. This Lease shall not be assignable by the Village.

12. All notices shall be in writing and sent by certified mail, as follows:

To the Church:

The Reverend Natalie R. Wimberly
Julia English, Head Trustee
Clinton Memorial A.M.E. Zion Church
614 Third Street, PO Box 736
Greenport, New York 11944

To the Village:

Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

13. Lessee agrees to defend, indemnify, and hold harmless the Lessor and its respective officials, officers, agents, and employees from and against any and all claims, suits, loss, costs or liability arising from or on account of the Village's use of the Premises except for those items that are due to the Church's negligence or willful conduct. Lessor agrees to defend, indemnify, and hold harmless the Lessee and its respective officials, officers, agents, and employees from and against any and all claims, suits, loss, costs or liability arising from the Lessor's negligence or willful conduct. Lessor shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the demised premises or for any injury or damage to the demised premises, or to any property of Lessee unless caused by Lessor's negligence or willful conduct.

14. If the Lessee defaults in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any paragraph of this lease, then, if within ten days of Lessor providing notice of the default Lessee has not cured the default, or if the default cannot be cured within ten days, Lessee has not made a diligent effort to cure the default, the Lessor may immediately, or at any time thereafter, perform the same for the account of the Lessee and if the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, including real property taxes as set forth hereinabove, with interest and costs shall be deemed to additional rent hereunder. Lessor shall be required to give Lessee ten (10) days written notice of default prior to exercising its rights hereunder.

15. This Lease constitutes the entire agreement between the Church and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Lease or any of its terms and conditions or of any matter relating to this Lease must be in writing and duly executed by the Church and the Village.

Dated:

Signatures and acknowledgement on following page

Village of Greenport

By: _____
George W. Hubbard, Jr., Mayor

Clinton Memorial A.M.E. Zion Church

By: _____
Julia English, Chair of Board of Trustees

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

On this _____ day of _____, 2020, before me personally came
_____ to me known, who, being by me duly sworn did depose and
say that s/he resides at _____ that s/he is the
_____ of _____ described in and which executed
the foregoing instrument.

(SEAL)

Notary Public

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

On this _____ day of _____, 2020, before me personally came
_____ to me known, who, being by me duly sworn did depose and
say that s/he resides at _____ that s/he is the
_____ of _____ described in and which executed
the foregoing instrument.

(SEAL)

Notary Public