



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

**July 29, 2021 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

John Cotugno
Jere V. Jacob
Martha Sledzieski

ANNOUNCEMENTS

The Greenport Band has resumed its concerts in Mitchell Park, beginning at 7:30 p.m. every Friday evening.

The 2021 Dances in the Park program begins on August 2, 2021, and there is a performance each Monday throughout the month of August, beginning at 7:30 p.m.

LIQUOR LICENSE APPLICATIONS

Renewal application from The Greenporter Hotel, 326 Front Street

PUBLIC HEARINGS

A proposed amendment to Village of Greenport Code Section 132-50 regarding the clarification of existing loading zones, and the addition of new loading zones within the Village of Greenport

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 07-2021-1**

RESOLUTION adopting the July, 2021 agenda as printed.

RESOLUTION # 07-2021-2

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

RESOLUTION # 07-2021-3

RESOLUTION ratifying the following resolutions previously approved by the Board of Trustees at the Trustees' work session meeting held on July 22, 2021:

RESOLUTION approving the attached Municipal Endorsement regarding the CFA application of Peconic Land Trust for funding from the Environmental Protection Fund Grants Program for Parks, Preservation and Heritage, to help fund Phase II of the Widow's Hole Preserve Restoration, which involves continued shoreline restoration to the upland area at Widow's Hole and the dredging of Widow's Hole.

RESOLUTION approving the application for membership of Amanda Strittmatter to the Greenport Fire Department Rescue Squad, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

RESOLUTION approving the application for membership of Victor Petrigliano to the Greenport Fire Department Rescue Squad, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

RESOLUTION approving the application for membership of Kelly Stoner to the Greenport Fire Department Rescue Squad, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

RESOLUTION approving the application for membership of Gary Stoner to Relief Hose Company # 2 of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

RESOLUTION approving the application for membership of Jordan Arnold to Standard Hose Company # 4 of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

RESOLUTION approving the application for membership of Kendra King to Star Hose Company # 3 of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on July 21, 2021.

VILLAGE ADMINISTRATOR**RESOLUTION # 07-2021-4**

RESOLUTION approving the purchase of four (4) new vehicles for the Village of Greenport as follows:

- one (1) compact class passenger vehicle for meter reading purposes, at a purchase price not to exceed \$ 28,000,
- one (1) compact class passenger vehicle as a meter reading/multi-purpose vehicle, at a purchase price not to exceed \$ 28,000,
- one (1) pick-up truck for the Electric Department, at a purchase price not to exceed \$ 35,000 and,
- one (1) pick-up truck for the Recreation Department/multi-purpose vehicle, at a purchase price not to exceed \$ 35,000

with the purchases to be made using municipal contracts or through a formal bidding process as per the Procurement Policy in the Village of Greenport Code, and directing Clerk Pirillo to notice the bid(s) accordingly.

RESOLUTION # 07-2021-5

RESOLUTION approving the annual salaries for specified Village employees as follows, effective August 11, 2021:

- o Village Treasurer Robert Brandt: \$ 106,000.00 per year
- o Village Clerk Sylvia Pirillo: \$ 106,000.00 per year
- o Village Deputy Treasurer Stephen Gaffga: \$ 68,750.00, and
- o Village Deputy Clerk Jeanmarie Oddon: \$ 62,750.00.

VILLAGE TREASURER**RESOLUTION # 07-2021-6**

RESOLUTION authorizing Mayor Hubbard to execute all requisite paperwork pertaining to the inclusion of the Village of Greenport in the American Rescue Plan Act, a Federal program enacted to help municipalities recover COVID-related costs and expenses.

RESOLUTION # 07-2021-7

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4837 to account for year-end adjustments in the General Fund for Fiscal Year 2020/2021, and directing that Budget Transfer # 4837 be included as part of the formal meeting minutes of the July 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2021-8

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4839 to account for year-end adjustments in the Electric Fund for Fiscal Year 2020/2021, and directing that Budget Transfer # 4839 be included as part of the formal meeting minutes of the July 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2021-9

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4840 to account for year-end adjustments in the Water Fund for Fiscal Year 2020/2021, and directing that Budget Transfer # 4840 be included as part of the formal meeting minutes of the July 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2021-10

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 4841 to account for year-end adjustments in the Sewer Fund for Fiscal Year 2020/2021, and directing that Budget Transfer # 4841 be included as part of the formal meeting minutes of the July 29, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 07-2021-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4844 to appropriate reserves to fund the replacement of batteries and battery rack at the Light Plant, and directing that Budget Transfer # 4841 be included as part of the formal meeting minutes of the July 29, 2021 Regular Meeting of the Board of Trustees.

VILLAGE CLERK**RESOLUTION # 07-2021-12**

RESOLUTION ratifying the hiring of Mahnya Jimenez as a part-time seasonal Carousel employee at an hourly wage rate of \$14.00 per hour, effective June 23, 2021.

RESOLUTION # 07-2021-13

RESOLUTION ratifying the hiring of Katelyn Wilbur as a part-time seasonal Camp Counselor at an hourly wage rate of \$ 14.00 per hour, effective June 23, 2021.

RESOLUTION # 07-2021-14

RESOLUTION ratifying the hiring of Jemma Spitaleri as a part-time, seasonal Camp Counselor, at an hourly wage rate of \$14.00 per hour, effective July 6, 2021.

RESOLUTION # 07-2021-15

RESOLUTION ratifying the hiring of Michael Kiel as a part-time seasonal Laborer at an hourly wage rate of \$ 15.00 per hour, effective July 15, 2021.

RESOLUTION # 07-2021-16

RESOLUTION ratifying the hiring of Tyler Pelech as a part-time seasonal Camp Counselor at an hourly wage rate of \$14.00 per hour, effective July 12, 2021.

RESOLUTION # 07-2021-17

RESOLUTION declaring as surplus, and no longer needed for municipal purposes, the Village-owned John Deere tractor having Product Identification Number CH08500S019671, and directing Clerk Pirillo to notice a corresponding Request for Bids accordingly.

RESOLUTION # 07-2021-18

RESOLUTION rejecting all proposals as received for the Demand Side Management ("DSM") and Energy Efficiency System ("EE") for the Village of Greenport Electric Department, per the proposal opening on June 3, 2021; and directing Clerk Pirillo to re-notice the DSM and EE Request for Proposals accordingly.

RESOLUTION # 07-2021-19

RESOLUTION approving the attached contract between the Village of Greenport and DB Fishing Corp. for the berthing and operation of the Peconic Star III at the Village of Greenport Railroad Dock, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and DB Fishing Corp.

RESOLUTION # 07-2021-20

RESOLUTION approving the attached contract between the Village of Greenport and Peconic Star Asset Corp. for the berthing and operation of the Peconic Star Express at the Village of Greenport Railroad Dock, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Peconic Star Asset Corp.

RESOLUTION # 07-2021-21

RESOLUTION approving the Public Assembly Permit Application submitted by Amie Sponza on behalf of Northeast Stage for the use of a portion of Mitchell Park from 6:00 p.m. through 9:00 p.m. on August 22, 2021 for the annual Shakespeare in the Park performances.

RESOLUTION # 07-2021-22

RESOLUTION approving the Public Assembly Permit Application submitted by Chris Hamilton on behalf of The Jeremy Hamilton Memorial Scholarship Fund for the use of a portion of the Fifth Street Beach/Park from 7:00 a.m. through 7:00 p.m. on September 25, 2021 with a rain date of September 26, 2021 for the annual Pig Roast Barbecue Fundraiser.

RESOLUTION # 07-2021-23

RESOLUTION approving the Public Assembly Permit Application submitted by Hermogenes Aguilera on behalf of the Greenport Fire Department for the use of a portion of the Polo Grounds at Moores Lane from 9:00 a.m. through 2:00 p.m. on August 29, 2021 for a Juniors' Fire Department Hose Training Event.

VOUCHER SUMMARY**RESOLUTION # 07-2021-24**

RESOLUTION approving all checks for Fiscal Year 2020/2021 per the Voucher Summary Report dated July 26, 2021, in the total amount of \$ 22,327.27 consisting of:

- o All regular checks in the amount of \$ 22,327.27.

RESOLUTION # 07-2021-25

RESOLUTION approving all checks for Fiscal Year 2021/2022 per the Voucher Summary Report dated July 26, 2021, in the total amount of \$ 1,177,086.94 consisting of:

- o All regular checks in the amount of \$ 725,811.41, and
- o All prepaid checks (including wire transfers) in the amount of \$ 451,275.53.

July 20, 2021 including comments received July 20, 2021

LOCAL LAW NO. OF THE YEAR 2021
AMENDING SECTION 132-50 SCHEDULE XII: LOADING ZONES
OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-50 Schedule XII: Loading Zones

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2021 Amending Section 132-50 Schedule XII: Loading Zones.”

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2021, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be with in twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village without obstruction of the loading or of nearby parking.

2.0 General Provisions.

2.1 Section 150-32 Schedule XII: Loading Zones is hereby amended with previous sections eliminated, sections amended, and new sections added to read as follows:

Schedule XII: Loading Zones.

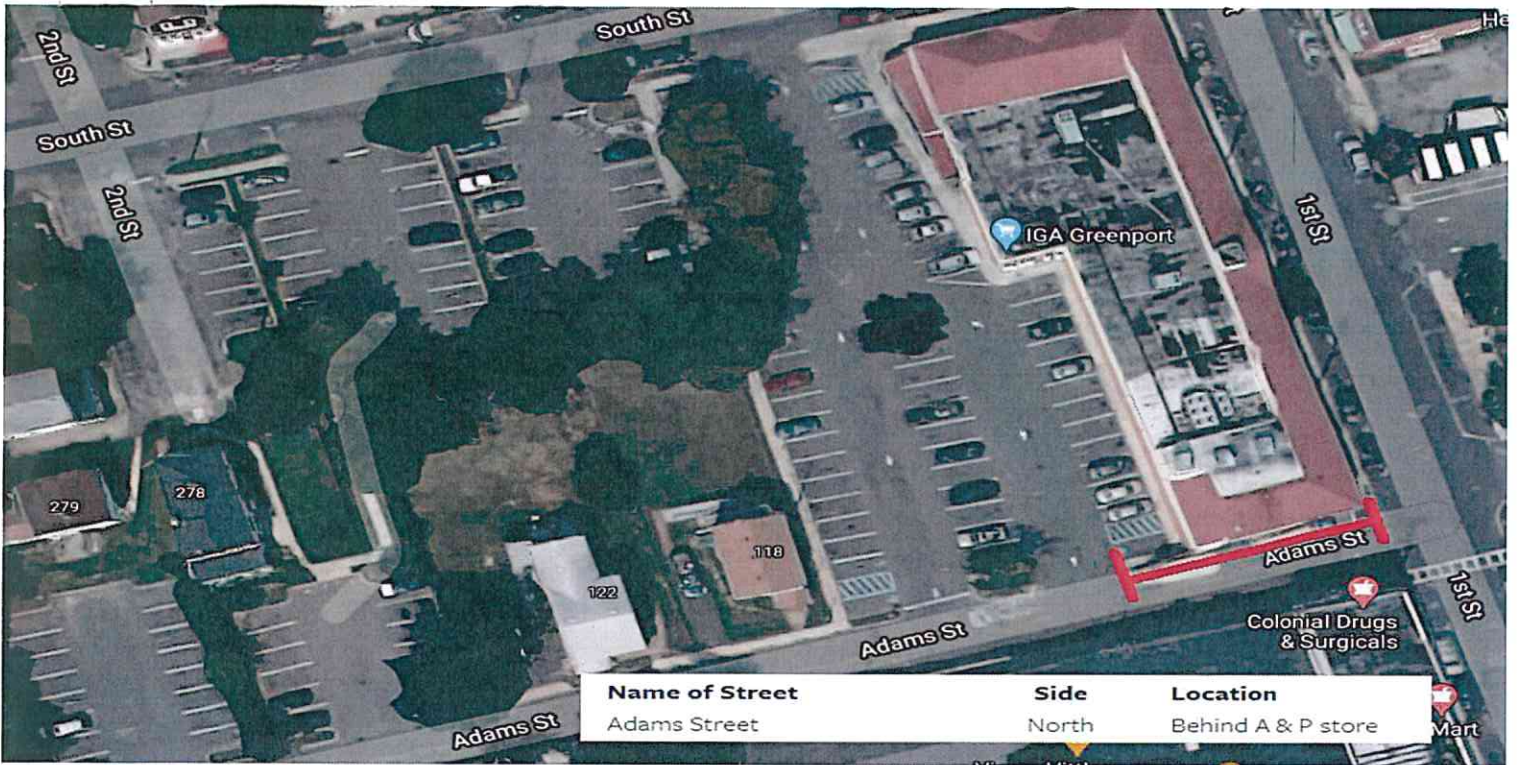
In accordance with the provisions of § 132-17, and except for vehicles actively engaged in loading or unloading of goods or passengers, or for a time period not to exceed that set forth herein for that particular location while loading or unloading, whichever is less, the stopping and standing of vehicles is prohibited in the following areas:

Name of Street	Side	Location
Adams Street	South	138' from Southwest Corner of Main and Adams Streets for a length of 25' Commercial Loading Zone 30 minute limit.
Adams Street	South	295 feet beginning on southwest corner of First Street and Adams Street. Commercial Loading Zone 30 minute limit.
Central Avenue	South	Beginning 10' from the southeast corner of Central Avenue and Main Street and running 65 feet east Commercial Loading Zone 30 minute limit.

East Front Street	South	85 feet beginning on the south east corner of Main Street and East Front Street. Commercial loading Zone 30 minute limit.
South Street	North	105.5 feet from northwest corner of Main Street and South Street. Commercial loading zone 30 minute limit.
Third Street	East	130 feet east from the southeast corner of the intersection Of Front Street and Third Street running 40 feet south. Commercial loading zone 30 minute limit.

3.0 Severability

In the event that any section or portion of this Local Law or Chapter shall be deemed void or not effective, the remaining provisions of this Local Law and Chapter shall remain in full force and effect.



PROPOSAL: REMOVE FROM CODE.



PROPOSAL:

Adams Street South 138' from S/W C/O Main and Adams Streets – Commercial Loading Zone. 30 Min. Limit.



PROPOSAL: MODIFY CODE (SEE BELOW)



PROPOSAL:

Adams Street South 295' beginning on S/W C/O of First and Adams. Commercial Loading Zone. 30 Min. Limit.



PROPOSAL:

Central Avenue

South

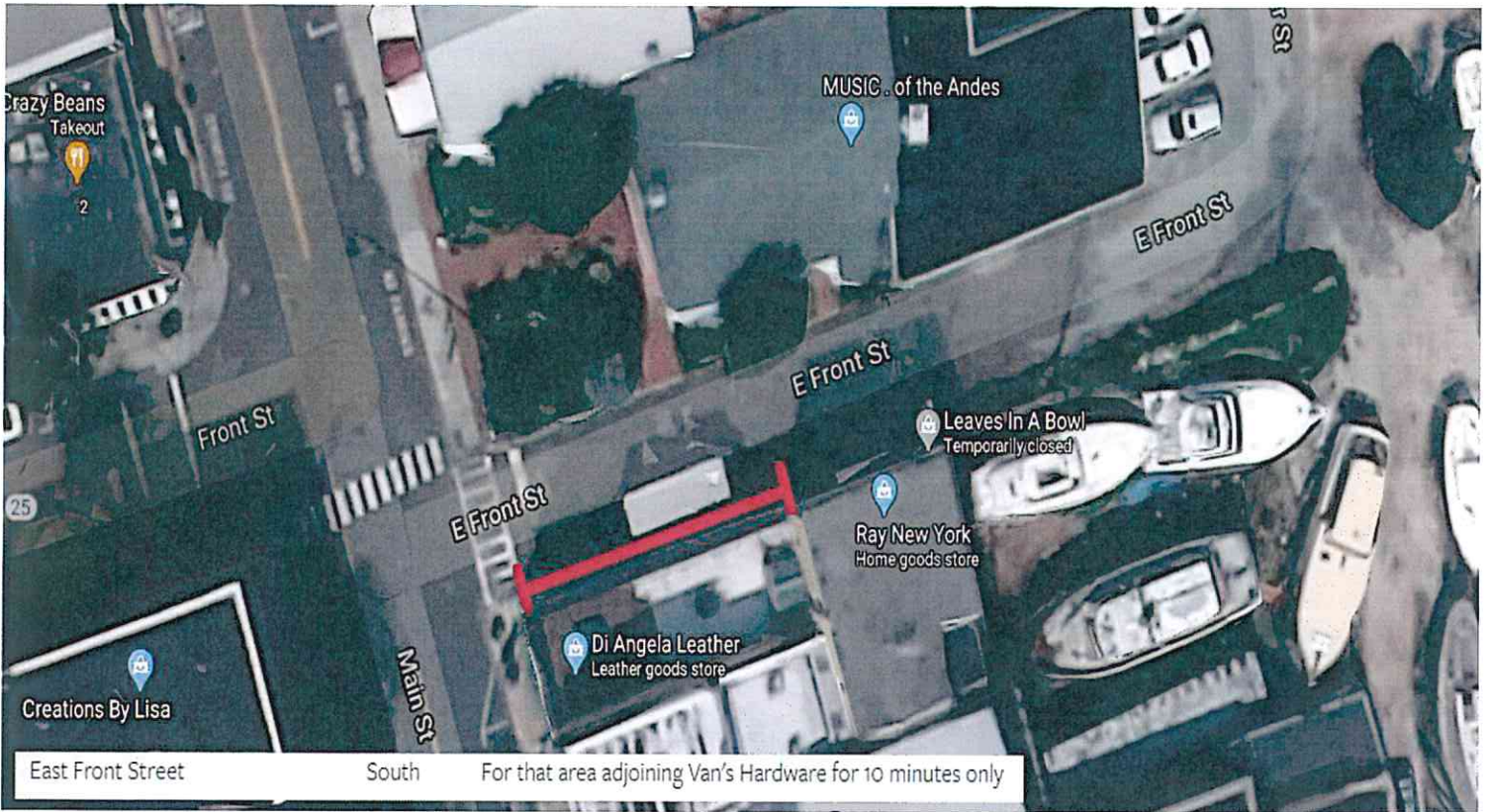
Beginning 10' from the southeast corner of Central Avenue and Main Street and running 65 feet east.
Commercial Loading Zone 30 Minutes.



PROPOSAL: REMOVE FROM CODE.

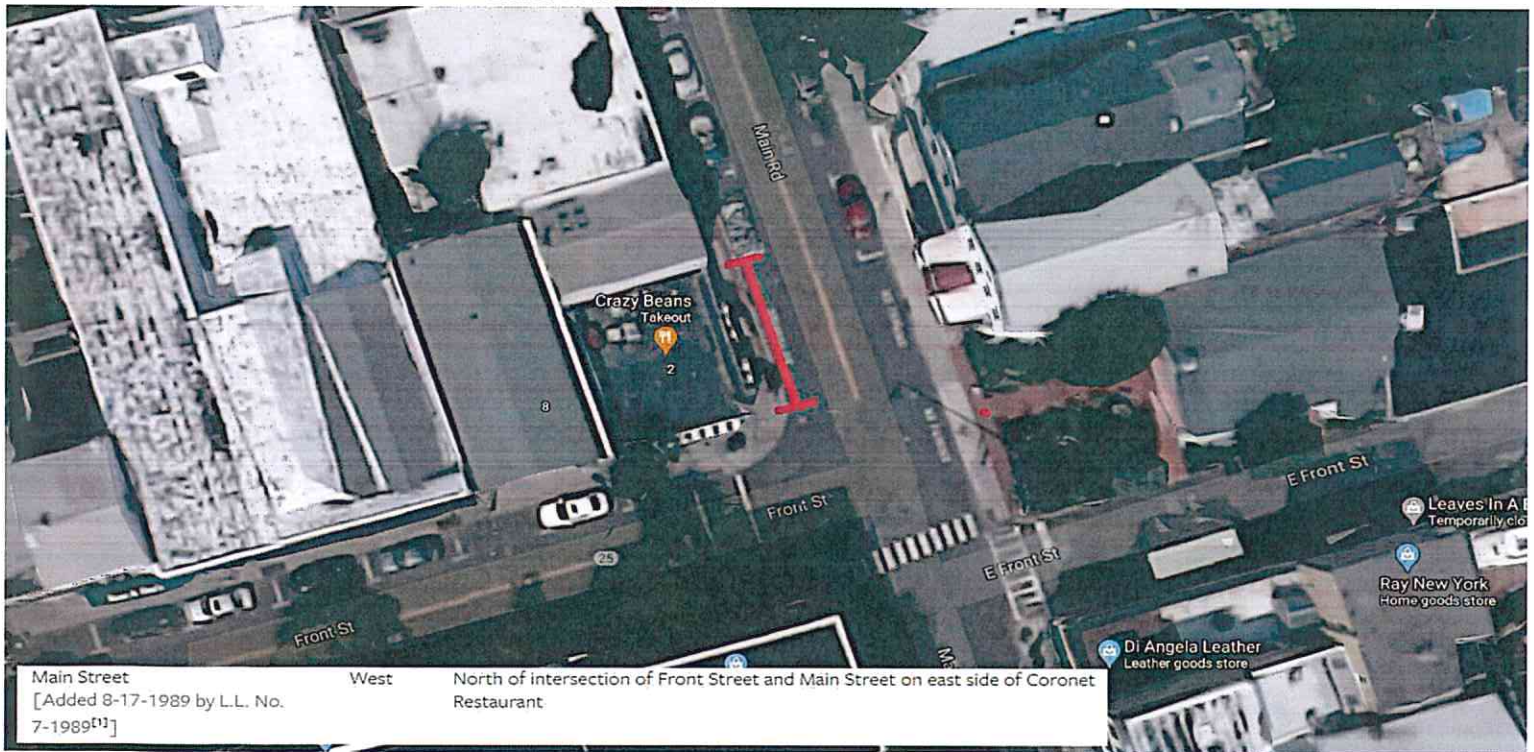


PROPOSAL: REMOVE FROM CODE.



PROPOSAL:

East Front Street South 85' Beginning on the S/E C/O Main and E. Front Street. Commercial Loading Zone. 30 Min. Limit.



PROPOSAL: REMOVE FROM CODE.

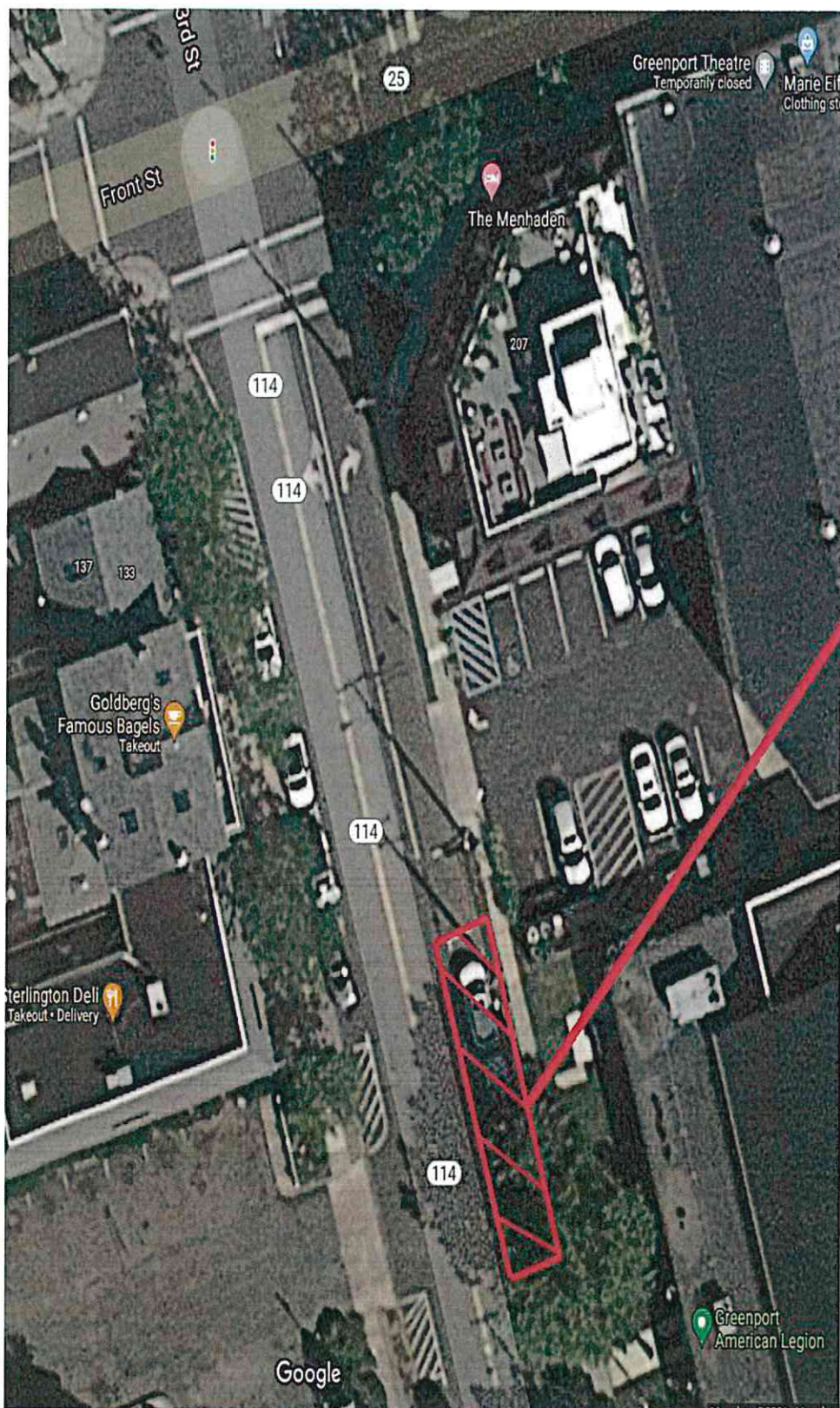


PROPOSAL:

South Street North 105.5 feet from N/W C/O Main & South Street. Commercial Loading Zone. 30 Min. Limit.



PROPOSAL: REMOVE FROM CODE.



**PROPOSED NEW
LOADING ZONE:**
130' SOUTH FROM
S/E C/O FRONT & THIRD
RUNNING 40' SOUTH

RESOLUTION # 07-2021-3

WHEREAS, the Peconic Land Trust is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project to be located at "Widow's Hole", Greenport, New York, 11944, a site located within the territorial jurisdiction of this Board of Trustees of the Village of Greenport; and

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, be it resolved by this august body that the Board of Trustees of the Village of Greenport hereby does approve and endorse the application of the Peconic Land Trust for a grant under Title 9 of the Environmental Protection Act of 1993 for a park project known as "Widow's Hole Preserve Restoration - Phase II" and located within this community.

And further, it is resolved that, should Peconic Land Trust be unable to do so, said property shall be forever maintained by The Village of Greenport as a municipal park in this community consistent with the rules promulgated by OPRHP.

DATE OF ADOPTION: July 22, 2021

CERTIFICATION OF CLERK:

Sybil Pirillo, RMC
Village Clerk
Village of Greenport

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2021 Period: 5 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4837 Trans Date: 05/30/2021 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 06/30/2021
 Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE GENERAL FUND
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.0781.400	EXECUTIVE DEPT.OFF SUPPLIES & EXP..	144.00
A.1010.400	BOARD OF TRUSTEES.CONTR EXP..	772.00
A.1010.410	BOARD OF TRUSTEES.MINUTES..	1,010.00
A.1113.400	PARKING ENFORCEMENT..	4,347.00
A.1325.100	TREASURER.PERSONNEL SERVICES	224.00
A.1325.400	TREASURER.CONTR EXP..	78.00
A.1362.400	TAX ADV EXP..	96.00
A.1410.200	CLERK.EQUIPMENT	50.00
A.1410.400	CLERK.CONTR EXP..	363.00
A.1420.400	LAW.CONTR EXP..	3,897.00
A.1420.401	LABOR COUNSEL..	3,448.00
A.1620.400	BUILDING CONTR EXP..	2,296.00
A.1620.420	BUILDING ELECTRIC & LIGHTS..	1,786.00
A.3620.400	SAFETY INSPECTION.CONTR EXP..	1,293.00
A.5110.100	STREET MAINT.PERSONNEL SERVICES	425.00
A.5110.116	STREET MAINT.ADMIN SALARY - ROAD & SIDEWALK IMP	256.00
A.5110.405	ROAD MARKINGS/SIGNS..	27.00
A.5110.406	SIDEWALKS/CURBS..	62.00
A.5110.411	MAINTENANCE OF EQUIPMENT..	20.00
A.5110.413	TRASH/RECYCLE..	888.00
A.5110.415	REPAIR & MAINT - TRANSP EQUIP..	501.00
A.5110.416	VILLAGE IMPROVEMENTS..	1,776.00
A.5110.420	ELECTRICITY..	1,085.00
A.5110.450	MISC EXPENSE..	38.00
A.7020.404	OFFICE SUPPLIES AND EXPENSE REC	227.00
A.7020.405	PHONE/CABLE EXPENSE REC	1,052.00
A.7020.406	CREDIT CARD FEES REC	1,142.00
A.7020.407	MISC EXPENSE REC	104.00
A.7110.400	PARKS UTILITIES	1,033.00
A.7110.401	PARKS EXPENSE RECREATION	2,625.00
A.7120.402	SKATEBOARD PARK EXP	359.00
A.7124.101	LIFE GUARD..	3,030.00
A.7180.400	MCCANN TRAILER PARK.EXP	5,657.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Account No.	Account Description	Amount
A.7180.413	MCCANN TRAILER PARK REFUSE AND GROUNDS	308.00
A.7230.401	MITCHELL MARINA CONTRACTUAL EXP	2,301.00
A.7230.408	MITCHELL MARINA R & M	5,295.00
A.7230.413	MITCHELL PARK REFUSE AND GROUNDS	5,469.00
A.7230.422	MITCHELL PARK AND MARINA UTILITIES	8,528.00
A.7311.400	ICE RINK EXPENSE	392.00
A.7520.400	HISTORICAL PROP - LARRY TUTHILL PARK..	934.00
A.8010.400	ZONING CONTRACTUAL EXP..	762.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	5,227.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE..	5,688.00
A.8510.200	HISTORIC PRESERVATION COMM.	2,590.00
A.8620.400	COMM DEV CONTR EXP..	116.00
A.8620.800	COMM DEV.EMPLOYEE BENEFITS	3,341.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	24,128.00
A.9030.801	MTA TAX EXPENSE..	273.00
A.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	200.00
A.9060.800	HOSP & MEDICAL INS.EMPLOYEE BENEFITS	11,871.00
A.1113.100	PARKING ENFORCEMENT.PERSONNEL SERVICES	-16,560.00
A.3620.100	SAFETY INSPECTION.PERSONNEL SERVICES	-10,584.00
A.7110.101	PARKS..RECREATION PERSONNEL	32,990.00
A.7120.100	RECREATION CENTER.PERSONNEL SERVICES	-48,690.00
A.7230.101	MITCHELL MARINA PERSONNEL	-17,690.00
A.7311.101	ICE RINK LABOR	-30,000.00
A.7312.100	CAROUSEL PERSONNEL SERVICES	-27,000.00
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 5 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4839 Trans Date: 05/30/2021 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 07/01/2021
 Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE ELECTRIC FUND
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
E.0363	DISTR O/H CONDUCTORS	10,023.00
E.0368	CONSUMERS METERS	64.00
E.0369	METERS - MISC MATERIAL	13.00
E.0381	OFFICE EQUIPMENT	451.00
E.0384	TRANSPORTATION EQUIPMENT	3,089.00
E.0385	COMMUNICATION EQUIPMENT	451.00
E.0714.310	WATER BILLINGS & CHEMICALS..	20.00
E.0714.340	SUPPLIES & MISC EXPENSE..	771.00
E.0724.110	WATER SERVICE..	601.00
E.0752.110	REPAIR ST LIGHT EQUIPMENT..	83.00
E.0761.300	CONSUMER BILLING & ACCTG..	1,836.00
E.0781.100	EXECUTIVE DEPT..	912.00
E.0781.300	LEGAL FEES..	3,621.00
E.0781.510	PHONE/CABLE EXPENSE..	665.00
E.0782	MANAGEMENT SERVICES	269.00
E.0785.210	EMPLOYEE TRAINING..	267.00
E.0788	DEPRECIATION OF GENERAL PROPERTY	2,800.00
E.0801.200	MISC GENERAL EXPENSE..	1,054.00
E.0808	MISC TOOLS - CLEARING	109.00
E.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	5,336.00
E.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-32,435.00
Total Amount:		<u>0.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2021 Period: 5 Trans Type: B1 - Transfer Status: Batch
 Trans No: 4841 Trans Date: 05/30/2021 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 07/01/2021
 Description: FISCAL YEAR END 2020-2021 BUDGET TRANSFER FOR THE SEWER FUND
 Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.1420.400	LEGAL..	150.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	955.00
G.8110.102	LABOR OUTSIDE..	12,175.00
G.8110.400	ELECTRIC SERVICE..	3,450.00
G.8110.401	GAS SERVICE..	172.00
G.8110.402	WATER SERVICE..	772.00
G.8110.404	BILLING & ACCOUNTING..	160.00
G.8110.406	PHONE & CABLE EXPENSE..	89.00
G.8110.410	MISC OFFICE/TELEPHONE EXP..	502.00
G.8110.411	MISCELLANEOUS EXPENSE..	385.00
G.8110.413	TRANSPORTATION MAINT..	4.00
G.8110.417	SUPPLIES & MATERIALS..	1,601.00
G.8120.201	NEW METERS..	17.00
G.8120.400	MAINT OF MAIN SEWERS..	208.00
G.8130.200	PUMP STATION EQUIPMENT..	16,595.00
G.8130.202	TRTMNT PLANT MISC EQUIPMENT..	2.00
G.8130.203	MAJOR PUMP STATION REPAIR..	3,155.00
G.8130.204	MAJOR EQUIP REPAIRS/PURCHASES..	553.00
G.8130.404	SLUDGE REMOVAL..	5,370.00
G.9040.800	WORKERS COMPENSATION.EMPLOYEE BENEFITS	3,468.00
G.8110.100	ADMINISTRATION LABOR..	-40,000.00
G.8110.101	SUPERVISORY LABOR..	-9,783.00
Total Amount:		<u>0.00</u>

LICENSE

FOR BERTHING AND OPERATION OF MULTI-PASSENGER VESSEL "PECONIC STAR III" AT VILLAGE OF GREENPORT "RAILROAD DOCK"

THIS LICENSE, dated the *1st* day of *May* 2021 from Village of Greenport, New York a municipal corporation with offices located at 236 Third Street, Greenport, New York (hereinafter referred to as "Village") to DB Fishing Corp., a duly organized New York corporation having offices at 254 Falcon Avenue, Patchogue, New York 11772 (hereinafter referred to as the "Licensee"):

WITNESSETH

WHEREAS, the Licensee desires to obtain from the Village a license to berth its vessel the "Peconic Star III" and operate its associated business from the Village's premises known as the "Railroad Dock" (hereinafter "Dock") in Greenport, New York, and conduct the business operation hereinafter described, and the Village desires to issue such a License to the Licensee for such berthing and operation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Grant and Acceptance – The Village hereby grants to the Licensee and the Licensee hereby accepts from The Village a license to operate the licensed multi-passenger vessel Peconic Star Express from the Dock for the period herein stated and subject to all of the terms, conditions and limitations herein. The Licensee shall berth the vessel "Peconic Star Express" at the Dock, and its right to occupy the premises and to operate under the License hereby granted shall continue only so long as the Licensee shall comply with each and all of the stipulations, terms, provisions, covenants, undertakings, and conditions contained herein. The Licensee and/or its successor, assignee or transferee shall have the right to substitute another comparable vessel as long as the successor, assignee, or transferee has received the prior written consent of the Village .

2. Term – The term of the License granted herein shall be as follows:

A. A first term which shall commence on the 1st day of *May*, 2021, and which shall

expire at the close of business on the 31st day of May, 2026, unless the same shall have been sooner terminated as hereinafter provided.

3. License Fee– The Licensee agrees to pay to the Village a total annual license fee as set forth below, which shall be payable in two equal installments on August 1, and October 1, of each year, to the Village, which payments shall be applicable to the following year's License term. The amount of said payments shall be as follows:

A. For the License year of ~~June~~^{May} 1, 2021 through May 31, 2022 the total amount of Four Thousand Eight Hundred Thirty Dollars (\$4,830.00) per annum, and for each year thereafter a license fee that is an increase of three percent (3%) above the fee amount paid for the prior license year up to and including May 31, 2026;

4. Utilities – Licensee shall pay the Village for water and electricity supplied to Licensee by the Village on a seasonal basis. This payment shall be over and above the fees to be paid hereunder. In the event of interruption of utilities services under the control of the Village, the Village shall undertake to repair such interruption promptly, and Licensee agrees to hold The Village harmless from any loss of revenue claimed as a result of such interruption, nor shall The Village be held liable for any additional operating expenses incurred by Licensee as a result of such interruptions in utilities service.

5. Insurance – Licensee shall obtain the following insurance coverage which is required under this License and which shall in each case name the Village of Greenport and the Metropolitan Transportation Authority as additional insured:

A. Commercial Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in an annual aggregate.

B. Property hazard and fire insurance in the amount of not less the five hundred thousand dollars (\$500,000).

C. Workers compensation insurance or comparable seamen's insurance.

D. Licensee shall, at his own cost and expense, procure the personal injury and property damage liability insurance hereinbefore set forth during the term of this License without cost to the Village. Copies of policies or certificates of insurance required under this section shall be delivered to The Village prior to the commencement of this License and upon each

renewal or upon reasonable demand showing full premium paid thereafter.

E. The Village shall be an additional named insured in all such policies.

F. All policies shall include provision for direct notification to The Village by the insurance carrier not less than twenty (20) days prior to cancellation of any policy.

No operations of the Licensee shall be permitted unless all required insurance coverage is in force and adequate proof of the coverage has been provided to Village. Failure by Licensee to maintain the aforementioned insurance policies in full force throughout the term of this License shall result in termination of this License by the Village.

6. Risk – Licensee assumes all risk in the operation of its vessel in connection with this License, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless and to defend or be responsible for the cost of the defense of the Village and its officers and employees from any and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of said operation of vessel, unless caused or permitted by act or omission of the Village or its agents. Such indemnity shall include all costs for defense of any such legal claims, including but not limited to reasonable attorney's fees.

7. Changed Circumstances – Neither party shall be liable for failure to perform its part of this least when such failure is due to *force majeure*, fire, hurricane, strikes or similar labor disturbances, industrial disturbances, war, civil commotion or riot, insurrection and/or other causes beyond the control of the parties. The Licensee and the Village hereby waive any and all rights to claims for compensation from each other for any and all loss or damage sustained as a result of such causes beyond the control of the parties. Also the Licensee and the Village hereby forever License and discharge each other and each other's officers and agents from any liability for any and all loss or damage sustained as a result of the causes aforesaid.

8. Notices – All notices given to the Licensee may be served by mailing the same to the Licensee at the address set forth above, or by delivering a copy thereof to an officer of the Licensee in person. All notices to be given to the Village shall be delivered to a person in charge at Greenport Village Hall or mailed to the Village at the address set forth above.

9. No Agency Created – Nothing herein contained shall create or be construed as creating a joint venture or any other agency between the Village and Licensee, or to constitute

the Licensee as agent of the Village, nor the Village as agent of Licensee. The relationship of the Licensee to the Village is that of an independent private business.

10. Signage and Advertising – Signs erected or changed by Licensee at the Dock are subject to the prior written approval of the Village, which approval shall not be unreasonably withheld, provided all such signs fully conform to all governmental regulations, and provided all costs, including obtaining necessary permits, are paid for by Licensee.

11. Personnel – Licensee agrees to employ sufficient staff to operate in accordance with the terms and conditions of this License, to properly serve customers, and to maintain adequate standards of housekeeping and sanitation both at the Dock and in the parking area used by its customers.

12. Maintenance, Repair and Alterations – All equipment covered by this License and used by the Licensee in operating under this License shall be maintained and kept in good repair by Licensee at its own expense and surrendered by the Licensee to the Village at the expiration of termination of this License to the Village in as good condition as when received, reasonable wear and tear and loss from casualty excepted. Licensee shall not make any alterations, additions, or improvements on or to the premises without the prior written consent of the Village. All such alterations, additions, or improvements shall be surrendered to and become the property of the Village and remain on the premises as part thereof at the termination of this License without disturbance, molestation or injury. Nothing contained in this provision shall prevent Licensee from removing property belonging to Licensee which can be easily removed without damage to the real property. The Village shall maintain the premises, including the Dock and all other property under its control affecting commerce at said dock, in accordance with applicable safety standards, codes and ordinances.

13. Vehicles – Vehicles must be parked in areas so designated by Sublessor, and Licensee shall be responsible for the parking of vehicles in an orderly manner in the designated areas. The Licensee agrees to have all deliveries of supplies to his vessel made to such locations, on such days and at such times of day as the Village shall reasonably approve. Additional emergency deliveries may be made at other times.

14. Federal, State and Municipal Law – Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building or any vessel thereon under Licensee's exclusive control for any illegal purpose, or for

any purpose in violation of any federal state or municipal law, ordinance, rules, order or regulation or in violation of any other rule or regulation applicable to the Dock area, now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the Village, its officers and employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, impose, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee or its employees. In the event such violation should continue unabated without a *bona fide* effort to cure after 15 days notice in writing by the Village to cease and desist, The Village shall have the right and power to declare this License terminated upon thirty (30) calendar days notice to the Licensee.

Licensee shall procure at its own expense all permits and licenses necessary for legal operation of his vessel for all purposes for which it is used. The vessel covered by this License must have a valid U.S. Coast Guard Inspection Certificate and shall be a federally documented vessel. The U. S. Coast Guard operator's file number for each operator of vessels operated under this The Village must be kept on file with the Village. Failure to obtain any required licenses, permits or certificates within 60 days of the execution of this License, or prior to any special use, and to maintain such licenses, permits or certificates in full effect throughout the term of this License will constitute a breach on the License by Licensee. The operation of the vessel by other than properly licensed personnel, or without proper inspection will be cause for immediate suspension of berthing privileges.

15. Modification – This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and The Village but no such modification or cancellation shall be effective until so executed.

16. Termination – In addition to rights of termination otherwise specifically provided in this License :

A. The Village shall have the right to terminate this License on one hundred and eighty (180) days notice to the Licensee at any time or on 30 days written notice to Licensee if:

(i) Licensee shall file a petition in bankruptcy, shall be adjudicated a bankrupt, shall make an assignment for the benefit of creditors, or shall have a receiver appointed for it, or;

(ii) Licensee shall fail to duly observe or perform all of the terms, conditions and agreements herein provided within 30 days after the date on which notice specifying the details of such breach shall have been given to Licensee by the Village; provided, however, that if such breach cannot be remedied within such 30 day period, Licensee shall be deemed to have cured the breach if he undertakes to remedy the same within such 30 day period and thereafter diligently pursues such remedy to completion.

B. Licensee shall have the right to terminate this License on 30 days notice if the Village shall fail to duly observe or perform all of the terms, conditions and agreements on its part to be observe or performed hereunder within 30 days after the date on which notice specifying the details of such breach shall have been given to the Village by Licensee; provided, however, that, if such breach cannot be remedied within such 30 day period, the Village shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and thereafter diligently pursued such remedy to completion.

C. Either party shall have the right to terminate the License at any time upon 365 days written notice to the other party.

17. License and Assignment

The Licensee may assign the License with the prior written consent of the Village of Greenport, which will not be unreasonably withheld, and the approval of the Metropolitan Transit Authority. The Licensee on the request of the Village will cooperate and provide financial and other information regarding the prospective assignee.

18. Location of Berth

The Village shall have the right to determine the location of the vessel on the Dock or may assign the vessel to another location on the Dock or to temporarily relocate the vessel to another location.

19. Severability - If any part of this License or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this License, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been accepted or such invalid

tion not been included.

20. Binding Effect - This License shall inure to the benefit of and be binding upon heirs, executors, administrators, successors-in-interest, assigns, transferees and legal representatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, executors, administrators, successors-in-interest, assignees, transferees or legal representatives.

21. Entire Agreement - It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in the License which alone and completely expresses the agreement between the parties hereto and that this License has been entered into after full investigation, neither party relying on any statement or representation of the other which is not herein contained or expressed. This License may not be modified, renewed or terminated orally.

22. Governing Law - This License shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.


23. Headings - The paragraph and clause headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.

WITNESS WHEREOF, the parties hereto have subscribed their names and seals the _____ day of _____, 20____ and year first above written.

Mayor of Greenport

George W. Hubbard, Jr., Mayor

3 Fishing Corp.

By:  _____

LICENSE

FOR BERTHING AND OPERATION OF MULTI-PASSENGER VESSEL "PECONIC STAR EXPRESS" AT VILLAGE OF GREENPORT "RAILROAD DOCK"

THIS LICENSE, dated the *1st* day of *May* 2021 from Village of Greenport, New York a municipal corporation with offices located at 236 Third Street, Greenport, New York (hereinafter referred to as "Village") to Peconic Star Asset Corp., a duly organized New York corporation having offices at 254 Falcon Avenue, Patchogue, New York 11772 (hereinafter referred to as the "Licensee"):

WITNESSETH

WHEREAS, the Licensee desires to obtain from the Village a license to berth its vessel the "Peconic Star Express" and operate its associated business from the Village's premises known as the "Railroad Dock" (hereinafter "Dock") in Greenport, New York, and conduct the business operation hereinafter described, and the Village desires to issue such a License to the Licensee for such berthing and operation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Grant and Acceptance – The Village hereby grants to the Licensee and the Licensee hereby accepts from The Village a license to operate the licensed multi-passenger vessel Peconic Star Express from the Dock for the period herein stated and subject to all of the terms, conditions and limitations herein. The Licensee shall berth the vessel "Peconic Star Express" at the Dock, and its right to occupy the premises and to operate under the License hereby granted shall continue only so long as the Licensee shall comply with each and all of the stipulations, terms, provisions, covenants, undertakings, and conditions contained herein. The Licensee and/or its successor, assignee or transferee shall have the right to substitute another comparable vessel as long as the successor, assignee, or transferee has received the prior written consent of the Village .

2. Term – The term of the License granted herein shall be as follows:

A. A first term which shall commence on the 1st day of May, 2021, and which shall

expire at the close of business on the 30th day of April, 2026, unless the same shall have been sooner terminated as hereinafter provided.

3. License Fee– The Licensee agrees to pay to the Village a total annual license fee as set forth below, which shall be payable in two equal installments on August 1, and October 1, of each year, to the Village, which payments shall be applicable to the following year's License term. The amount of said payments shall be as follows:

A. For the License year of May 1, 2021 through April 30, 2022 the total amount of Four Thousand Eight Hundred Thirty Dollars (\$4,830.00) per annum, and for each year thereafter a license fee that is an increase of three percent (3%) above the fee amount paid for the prior license year up to and including April 30, 2026;

4. Utilities – Licensee shall pay the Village for water and electricity supplied to Licensee by the Village on a seasonal basis. This payment shall be over and above the fees to be paid hereunder. In the event of interruption of utilities services under the control of the Village, the Village shall undertake to repair such interruption promptly, and Licensee agrees to hold The Village harmless from any loss of revenue claimed as a result of such interruption, nor shall The Village be held liable for any additional operating expenses incurred by Licensee as a result of such interruptions in utilities service.

5. Insurance – Licensee shall obtain the following insurance coverage which is required under this License and which shall in each case name the Village of Greenport and the Metropolitan Transportation Authority as additional insured:

A. Commercial Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in an annual aggregate.

B. Property hazard and fire insurance in the amount of not less the five hundred thousand dollars (\$500,000).

C. Workers compensation insurance or comparable seamen's insurance.

D. Licensee shall, at his own cost and expense, procure the personal injury and property damage liability insurance hereinbefore set forth during the term of this License without cost to the Village. Copies of policies or certificates of insurance required under this section shall be delivered to The Village prior to the commencement of this License and upon each

renewal or upon reasonable demand showing full premium paid thereafter.

E. The Village shall be an additional named insured in all such policies.

F. All policies shall include provision for direct notification to The Village by the insurance carrier not less than twenty (20) days prior to cancellation of any policy.

No operations of the Licensee shall be permitted unless all required insurance coverage is in force and adequate proof of the coverage has been provided to Village. Failure by Licensee to maintain the aforementioned insurance policies in full force throughout the term of this License shall result in termination of this License by the Village.

6. Risk – Licensee assumes all risk in the operation of its vessel in connection with this License, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless and to defend or be responsible for the cost of the defense of the Village and its officers and employees from any and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of said operation of vessel, unless caused or permitted by act or omission of the Village or its agents. Such indemnity shall include all costs for defense of any such legal claims, including but not limited to reasonable attorney's fees.

7. Changed Circumstances – Neither party shall be liable for failure to perform its part of this least when such failure is due to *force majeure*, fire, hurricane, strikes or similar labor disturbances, industrial disturbances, war, civil commotion or riot, insurrection and/or other causes beyond the control of the parties. The Licensee and the Village hereby waive any and all rights to claims for compensation from each other for any and all loss or damage sustained as a result of such causes beyond the control of the parties. Also the Licensee and the Village hereby forever License and discharge each other and each other's officers and agents from any liability for any and all loss or damage sustained as a result of the causes aforesaid.

8. Notices – All notices given to the Licensee may be served by mailing the same to the Licensee at the address set forth above, or by delivering a copy thereof to an officer of the Licensee in person. All notices to be given to the Village shall be delivered to a person in charge at Greenport Village Hall or mailed to the Village at the address set forth above.

9. No Agency Created – Nothing herein contained shall create or be construed as creating a joint venture or any other agency between the Village and Licensee, or to constitute

the Licensee as agent of the Village, nor the Village as agent of Licensee. The relationship of the Licensee to the Village is that of an independent private business.

10. Signage and Advertising – Signs erected or changed by Licensee at the Dock are subject to the prior written approval of the Village, which approval shall not be unreasonably withheld, provided all such signs fully conform to all governmental regulations, and provided all costs, including obtaining necessary permits, are paid for by Licensee.

11. Personnel – Licensee agrees to employ sufficient staff to operate in accordance with the terms and conditions of this License, to properly serve customers, and to maintain adequate standards of housekeeping and sanitation both at the Dock and in the parking area used by its customers.

12. Maintenance, Repair and Alterations – All equipment covered by this License and used by the Licensee in operating under this License shall be maintained and kept in good repair by Licensee at its own expense and surrendered by the Licensee to the Village at the expiration of termination of this License to the Village in as good condition as when received, reasonable wear and tear and loss from casualty excepted. Licensee shall not make any alterations, additions, or improvements on or to the premises without the prior written consent of the Village. All such alterations, additions, or improvements shall be surrendered to and become the property of the Village and remain on the premises as part thereof at the termination of this License without disturbance, molestation or injury. Nothing contained in this provision shall prevent Licensee from removing property belonging to Licensee which can be easily removed without damage to the real property. The Village shall maintain the premises, including the Dock and all other property under its control affecting commerce at said dock, in accordance with applicable safety standards, codes and ordinances.

13. Vehicles – Vehicles must be parked in areas so designated by Sublessor, and Licensee shall be responsible for the parking of vehicles in an orderly manner in the designated areas. The Licensee agrees to have all deliveries of supplies to his vessel made to such locations, on such days and at such times of day as the Village shall reasonably approve. Additional emergency deliveries may be made at other times.

14. Federal, State and Municipal Law – Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building or any vessel thereon under Licensee's exclusive control for any illegal purpose, or for

any purpose in violation of any federal state or municipal law, ordinance, rules, order or regulation or in violation of any other rule or regulation applicable to the Dock area, now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and hold harmless the Village, its officers and employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, impose, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee or its employees. In the event such violation should continue unabated without a *bona fide* effort to cure after 15 days notice in writing by the Village to cease and desist, The Village shall have the right and power to declare this License terminated upon thirty (30) calendar days notice to the Licensee.

Licensee shall procure at its own expense all permits and licenses necessary for legal operation of his vessel for all purposes for which it is used. The vessel covered by this License must have a valid U.S. Coast Guard Inspection Certificate and shall be a federally documented vessel. The U. S. Coast Guard operator's file number for each operator of vessels operated under this The Village must be kept on file with the Village. Failure to obtain any required licenses, permits or certificates within 60 days of the execution of this License, or prior to any special use, and to maintain such licenses, permits or certificates in full effect throughout the term of this License will constitute a breach on the License by Licensee. The operation of the vessel by other than properly licensed personnel, or without proper inspection will be cause for immediate suspension of berthing privileges.

15. Modification – This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and The Village but no such modification or cancellation shall be effective until so executed.

16. Termination – In addition to rights of termination otherwise specifically provided in this License :

A. The Village shall have the right to terminate this License on one hundred and eighty (180) days notice to the Licensee at any time or on 30 days written notice to Licensee if:

(i) Licensee shall file a petition in bankruptcy, shall be adjudicated a bankrupt, shall make an assignment for the benefit of creditors, or shall have a receiver appointed for it, or;

(ii) Licensee shall fail to duly observe or perform all of the terms, conditions and agreements herein provided within 30 days after the date on which notice specifying the details of such breach shall have been given to Licensee by the Village; provided, however, that if such breach cannot be remedied within such 30 day period, Licensee shall be deemed to have cured the breach if he undertakes to remedy the same within such 30 day period and thereafter diligently pursues such remedy to completion.

B. Licensee shall have the right to terminate this License on 30 days notice if the Village shall fail to duly observe or perform all of the terms, conditions and agreements on its part to be observe or performed hereunder within 30 days after the date on which notice specifying the details of such breach shall have been given to the Village by Licensee; provided, however, that, if such breach cannot be remedied within such 30 day period, the Village shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and thereafter diligently pursued such remedy to completion.

C. Either party shall have the right to terminate the License at any time upon 365 days written notice to the other party.

17. License and Assignment

The Licensee may assign the License with the prior written consent of the Village of Greenport, which will not be unreasonably withheld, and the approval of the Metropolitan Transit Authority. The Licensee on the request of the Village will cooperate and provide financial and other information regarding the prospective assignee.

18. Location of Berth

The Village shall have the right to determine the location of the vessel on the Dock or may assign the vessel to another location on the Dock or to temporarily relocate the vessel to another location.

19. Severability - If any part of this License or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this License, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been excepted or such invalid

provision not been included.

20. Binding Effect - This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors-in-interest, assigns, transferees and legal representatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, executors, administrators, successors-in-interest, assignees, transferees or legal representatives.

21. Entire Agreement – It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in the License which alone fully and completely expresses the agreement between the parties hereto and that this License has been entered into after full investigation, neither party relying on any statement or representation of the other which is not herein contained or expressed. This License may not be modified, renewed or terminated orally.

22. Governing Law – This License shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.

23. Headings – The paragraph and clause headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.

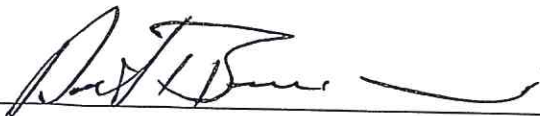
WITNESS WHEREOF, the parties hereto have subscribed their names and seals the date and year first above written.

Village of Greenport

By: _____

George W. Hubbard, Jr., Mayor

Peconic Star Asset Corp.

By:  _____

