



May 25, 2017 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

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

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

- o Marie Ellen Bondarchuck
- o Jane Hughes Parker
- o Greta Levine Tedoff

ANNOUNCEMENTS

- o The Village Offices will be closed on May 29th in honor of Memorial Day.
- o The annual Fire Department Carnival will be held from May 25th through May 29th, with fireworks scheduled for May 27th.

PUBLIC HEARINGS

- o Peconic Land Trust Wetlands Permit Application, at the corner of Fourth and Clark Streets

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER

RESOLUTIONS

RESOLUTION # 05-2017-1

RESOLUTION adopting the May 2017 agenda as printed.

RESOLUTION # 05-2017-2

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

RESOLUTION # 05-2017-3

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on May 18, 2017:

RESOLUTION approving the hiring of Jodie Corwin as a seasonal, part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of \$ 11.00 per hour effective April 19, 2017.

VILLAGE ADMINISTRATOR

RESOLUTION # 05-2017-4

RESOLUTION authorizing the attendance of Village Administrator Pallas at the APPA National Conference in Orlando, Florida from June 16, 2017 through June 21, 2017; at a cost not to exceed \$1,900.00 plus all applicable meal expenses, to be expensed from account E.0782.000 (Management Services).

RESOLUTION # 05-2017-5

RESOLUTION ratifying the re-hiring of Christian Davis as a part-time, seasonal Park Attendant at a pay rate of \$10.00 per hour, effective May 9, 2017.

RESOLUTION # 05-2017-6

RESOLUTION re-hiring Sarah Doherty as a part-time, seasonal employee at the Village of Greenport Mitchell Park Marina Office, at a pay rate of \$12.00 per hour, effective May 20, 2017.

RESOLUTION # 05-2017-7

RESOLUTION re-hiring Grace Izzo as a Life Guard at a pay rate of \$15.00 per hour, effective June 18, 2017.

RESOLUTION # 05-2017-8

RESOLUTION hiring Samantha Asaro and Tyler Pira as part-time, seasonal Camp Counselors at a pay rate of \$10.00 per hour, effective Tuesday, June 13, 2017.

RESOLUTION # 05-2017-9

RESOLUTION hiring: Aiden Fogerty, Xavier Kahn, Toni Esposito, and Danielle Hatiz as Life Guards at a pay rate of \$15.00 per hour, effective June 18, 2017.

RESOLUTION # 05-2017-10

RESOLUTION hiring Kyle Gardner and Christopher Casswell as Camp Counselors at a pay rate of \$10.00 per hour, effective June 13, 2017.

RESOLUTION # 05-2017-11

RESOLUTION to abandon the sewer main and pump station easement for the property located on the Southeast corner of the intersection at Third Street and Front Street, SCTM#1001-5.-4-5.

RESOLUTION # 05-2017-12

RESOLUTION approving an increase in the hourly wage rate of Joseph O'Byrne, from \$ 12.00 to \$ 15.00 per hour, to be effective on May 24, 2017; owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section (9) a - Merit Clause - of the current collective bargaining agreement between the Village of Greenport and the CSEA.

VILLAGE TREASURER**RESOLUTION # 05-2017-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3668, to fund building department and code enforcement expenses, and directing that Budget Amendment # 3668 be included as part of the formal meeting minutes for the May 25, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 05-2017-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3669, for year-end housekeeping for the General Fund payroll accounts, and directing that Budget Transfer # 3669 be included as part of the formal meeting minutes for the May 25, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 05-2017-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3670, for the funding of Fire Department supplies and training, and directing that Budget Transfer # 3670 be included as part of the formal meeting minutes for the May 25, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 05-2017-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 3671, for the funding of Village trash receptacles, and directing that Budget Transfer # 3671 be included as part of the formal meeting minutes for the May 25, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 05-2017-17

RESOLUTION approving the attached SEQRA resolution regarding the bond resolution dated May 25, 2017, adopting lead agency status and adopting a negative declaration with regard to SEQRA.

RESOLUTION # 05-2017-18

RESOLUTION approving the attached bond resolution dated May 25, 2017 provided by Norton Rose Fulbright, in the amount of \$ 800,000 for improvements to specific Village of Greenport roads, sidewalks and curbs.

RESOLUTION # 05-2017-19

RESOLUTION authorizing Treasurer Brandt make an additional contribution of \$ 27,023.94 to the Village of Greenport Volunteer Firefighter Length of Service Award Program.

VILLAGE CLERK**RESOLUTION # 05-2017-20**

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

RESOLUTION # 05-2017-21

RESOLUTION authorizing the renewal of the lease between the Village of Greenport and The Stirling Historical Society for the "Berger House", with all terms and conditions per the original lease dated October 1, 1982.

RESOLUTION # 05-2017-22

RESOLUTION authorizing the renewal of the lease between the Village of Greenport and The Stirling Historical Society for the "Ireland House", with all terms and conditions per the original lease dated November 14, 1975.

RESOLUTION # 05-2017-23

RESOLUTION scheduling a public hearing for June 22, 2017 at 7 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944, for the Wetlands Permit Application submitted by North Ferry Co., Inc. to replace 28 decayed pilings with new pilings and install plastic guards on the pilings; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 05-2017-24

RESOLUTION scheduling a public hearing for June 22, 2017 at 7:00 p.m. at the Third Street Firehouse concerning a proposed Amendment to Chapter 103 (Rental Regulations for Residential Properties) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 05-2017-25

RESOLUTION approving the Public Assembly Permit Application as submitted by the Long Island Metropolitan Lacrosse Foundation to use the parking area at the Polo Grounds on Moore's Lane from 7:00 a.m. through 7:00 p.m. on July 29, 2017 and July 30, 2017 for the annual Lacrosse Tournament. Approval of this application is predicated upon the applicant providing attendants to direct the parking of vehicles on Moore's Lane for spectators and participants.

RESOLUTION # 05-2017-26

RESOLUTION approving the Public Assembly Permit Application as submitted by Standard Hose Company # 4 of the Greenport Fire Department for the use of the grounds at the Third Street Fire Station from 4:00 p.m. through 7:00 p.m. on August 19, 2017 for the annual Chicken Barbecue Fundraiser.

RESOLUTION # 05-2017-27

RESOLUTION accepting the bid submitted by Full Cesspool LLC for liquid sludge hauling at the Village of Greenport Wastewater Treatment Plant, at a cost of \$ 169.69 per thousand gallons, per the bid opening on April 20, 2017; and further authorizing Mayor Hubbard to execute the contract between Full Cesspool LLC and the Village of Greenport.

RESOLUTION # 05-2017-28

RESOLUTION approving the following musical performance schedule and payments for the 2017 Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions):

July 3: No Request Band - \$ 1,100.00

July 10: Swan Live - \$ 1,000.00

July 17: Bobby Nathan Band - \$ 1,000.00

July 24: Southbound - \$ 1,200.00

July 31: Abrazos - \$ 2,500.00

August 7: Blue Moon Rising - \$ 800.00

August 14: Winston Irie - \$ 1,300.00

August 21: Vendettas - \$ 800.00

August 28: Gene Casey - \$ 1,200.00, and

Technical sound services performed by Jaime Schott for eight performances at \$ 350.00 each - \$ 2,800.00

VILLAGE ATTORNEY**RESOLUTION # 05-2017-29**

RESOLUTION approving the attached Declaration of Easement between the Village of Greenport and IGA, Inc.; and authorizing Mayor Hubbard to sign the Declaration of Easement between the Village of Greenport and IGA, Inc.

RESOLUTION # 05-2017-30

RESOLUTION approving the attached Sewer Agreement between the Village of Greenport and Colin Ratsey; and authorizing Mayor Hubbard to sign the Sewer Agreement between the village of Greenport and Colin Ratsey.

RESOLUTION # 05-2017-31

RESOLUTION approving the attached Maintenance Agreement between the Village of Greenport and Hampton Jitney, Inc.; and authorizing Mayor Hubbard to sign the Maintenance Agreement between the Village of Greenport and Hampton Jitney, Inc.

VOUCHER SUMMARY**RESOLUTION # 05-2017-32**

RESOLUTION approving all checks per the Voucher Summary Report dated May 19, 2017, in the total amount of \$ 627,656.75 consisting of:

- o All regular checks in the amount of \$ 591,050.54, and
- o All prepaid checks (including wire transfers) in the amount of \$ 36,606.21.

ADDED RESOLUTIONS

May 23, 2017

To: Mayor Hubbard and Village of Greenport Board of Trustees,

From: Paul J. Pallas, Village Administrator



Re: Sewer easement, Front St. and Third St.

The village Attorney and I have reviewed the request from the owner of the property at the southeast corner of Front St. and Third St. to relinquish an easement for a sewer system pump station and sewer main that is mentioned in the deed of the property. The language of the deed suggests that a sewer pump station and associated pipes exist under a building slab that is located on the property.

A review of all existing sewer facilities in the area of this property has determined that there is no known sewer equipment located on this property that is connected to the Village of Greenport sewer system, and no indication that there ever was any equipment connected to our system on this property. In addition, there are not any future system plans that that would require a pump station or mains at this site.

A review of prior deeds has shown that there is only one deed that contains the easement language.

There is no purpose for the sewer easement on this property and it is therefore my recommendation that the sewer easement located on the property at the intersection of Front St. and Third St. be relinquished.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 5 Trans Type: B2 - Amend Status: Batch
Trans No: 3668 Trans Date: 05/10/2017 User Ref: ROBERT
Requested: R. BRANDT Approved: Created by: ROBERT 05/10/2017
Description: BUDGET AMENDMENT FOR BUILDING & CODE ENFORCEMENT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.2110	ZONING FEES	5,000.00
A.8010.400	ZONING CONTRACTUAL EXP..	5,000.00
A.2112	PLANNING BOARD APPL FEES	4,600.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	5,600.00
A.1113	PARKING VIOLATIONS	5,500.00
A.1113.400	PARKING ENFORCEMENT..	5,500.00
A.2590	BUILDING PERMITS	5,000.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE..	4,000.00
Total Amount:		40,200.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017	Period: 5	Trans Type: B1 - Transfer	Status: Batch
Trans No: 3669	Trans Date: 05/11/2017	User Ref: ROBERT	
Requested: R. BRANDT	Approved:	Created by: ROBERT	05/11/2017
Description: YEAR END HOUSEKEEPING FOR GENERAL FUND PAYROLL ACCOUNTS			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A.1210.100	MAYOR.PERSONNEL SERVICES	1,460.00
A.7180.100	MCCANN TRAILER PARK.PERSONNEL SERVICES	2,400.00
A.4020.100	REGISTRAR PERSONNEL SERVICES	3,100.00
A.5110.100	STREET MAINT.PERSONNEL SERVICES	51,160.00
A.7120.100	RECREATION CENTER.PERSONNEL SERVICES	25,674.00
A.7311.101	ICE RINK LABOR	10,836.00
A.7312.100	CAROUSEL PERSONNEL SERVICES	18,140.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	14,430.00
A.3620.100	SAFETY INSPECTION.PERSONNEL SERVICES	-60,000.00
A.5110.116	STREET MAINT.ADMIN SALARY - ROAD & SIDEWALK IMP	-2,000.00
A.7110.101	PARKS..RECREATION PERSONNEL	-10,000.00
A.7230.101	MITCHELL MARINA PERSONNEL	-21,000.00
A.7231.100	DOCKS.PERSONNEL SERVICES	-17,000.00
A.9010.800	EMPLOYEES STATE RETIREMENT.EMPLOYEE BENEFITS	-17,000.00
Total Amount:		0.00

VILLAGE OF GREENPORT Budget Adjustment Form

Year:	2017	Period:	5	Trans Type:	B1 - Transfer	Status:	Batch	
Trans No:	3670	Trans Date:	05/11/2017	User Ref:	ROBERT			
Requested:	W. MILLER	Approved:		Created by:	ROBERT		05/11/2017	
Description:	BUDGET TRANSFER TO FUND SUPPLIES AND TRAINING						Account # Order:	No
						Print Parent Account:	No	

Account No.	Account Description	Amount
A.3410.456	FIRE.MEDICAL EQUIPMENT & SUPPLIES..	3,000.00
A.3410.404	FIRE.FUEL OIL..	-3,000.00
A.3410.455	FIRE.EMS TRAINING..	1,000.00
A.3410.460	FIRE.ANTIQUE ACQUISITION..	-1,000.00
A.3410.200	FIRE DEPT.EQUIPMENT	165.00
A.3410.420	FIRE.WATER/SEWER & ELECTRIC..	3,500.00
A.3410.432	FIRE.PERMA INS - WORKERS COMP..	-3,665.00
Total Amount:		0.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017	Period: 5	Trans Type: B1 - Transfer	Status: Batch
Trans No: 3671	Trans Date: 05/11/2017	User Ref: ROBERT	
Requested: P. PALLAS	Approved:	Created by: ROBERT	05/11/2017
Description: BUDGET TRANSFER FOR THE FUNDING OF 25 TRASH RECEPTACLES			Account # Order: No
			Print Parent Account: No

Account No.	Account Description	Amount
A.5110.432	PERMA INSC. WORKERS COMP..	-6,000.00
A.5110.414	GAS/FUEL..	-3,420.00
A.5110.416	VILLAGE IMPROVEMENTS..	9,420.00
Total Amount:		0.00

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING
ISSUANCE OF BOND IN THE AMOUNT OF \$800,000
FOR A TERM NOT TO EXCEED OF TEN YEARS FOR
ADDITIONAL COSTS OF RECONSTRUCTION OF
ROADS, PARKING AREAS, SIDEWALKS AND CURBS

WHEREAS the Board of Trustees of the Village of Greenport is considering a bond resolution granting authority to the Village of Greenport to issue a bond in the amount not to exceed \$800,000 for a term not to exceed ten years to pay additional costs of the reconstruction of various Village roads, parking areas, sidewalks and curbs; and

WHEREAS the Board of Trustees of the Village of Greenport has reviewed the bond resolution for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees hereby adopts Lead Agency status for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees hereby determines that the approval of the bond resolution is an Unlisted Action for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees hereby determines that the approval of the bond resolution;

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 or two or more related actions each of which is not significant but when reviewed together are significant, and;

Will not have a significant negative impact on the environment in the action, and that it is therefore;

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

Upon motion of _____ seconded by _____,



VIA EMAIL: robertbrandt@greenportvillage.org

May 11, 2017

Mr. Robert Brandt
Deputy Village Treasurer
Village of Greenport
236 Third Street
Greenport, New York 11944

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Randolph J. Mayer
Partner
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Re: Village of Greenport, Suffolk County, New York
Reconstruction of Various Village Roads, Parking Areas, Sidewalks and Curbs
\$800,000 Bonds
Our File: 10604816.164

Dear Robert:

- (a) Bond resolution to pay additional costs of the reconstruction of various Village roads, parking areas, sidewalks and curbs. This resolution requires the affirmative vote of at least four of the five members of the Board of Trustees and is subject to permissive referendum
- (b) Notice of adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution. (The form of notice enclosed is for your use in submitting the notice to the printer and does not have to be returned to us).
- (c) Affidavit of posting of the notice of adoption, which must be posted in at least six conspicuous places throughout the Village within ten (10) of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

When available please furnish me with the following:

- (a) Certified copy of the bond resolution.
- (b) Originally signed Clerk's affidavit of posting of the notice of adoption.
- (c) Original printer's affidavit of publication of the notice of adoption from the newspaper or newspapers in which the notice was published.

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Mr. Robert Brandt
May 11, 2017
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NORTON ROSE FULBRIGHT

Upon receipt of these items, we will furnish you with a form of Legal Notice of Estoppel, which can be published after the enclosed resolution becomes effective.

Please do not hesitate to call if you have any questions.

Very truly yours,

Randolph J. Mayer
RJM:jv
Enclosures

At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on May 25, 2017, at _____ o'clock _____ M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____, who moved its adoption, seconded by Trustee _____, to-wit:

BOND RESOLUTION DATED MAY 25, 2017.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Greenport, Suffolk County, New York, as follows:

Section 1. For paying the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, in and for Village of Greenport, Suffolk County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$800,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be \$800,000, and the plan for the financing thereof is by the issuance of \$800,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Greenport, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Greenport, Suffolk County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures

shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary form in _____, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on May 25, 2017, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Annual
0

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on May ____, 2017.

Village Clerk

(CORPORATE
SEAL)

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on May 25, 2017, duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:

BOND RESOLUTION DATED MAY 25, 2017.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York
 _____, 2017

Village Clerk

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York,
DEPOSE AND SAY:

That on _____, 2017, I caused to be posted a summary Notice of Adoption of A
bond resolution adopted May 25, 2017, at the following six (6) conspicuous public places in said
Village:

A true, correct and complete copy of such summary Notice of Adoption, in the exact form
in which the same was actually posted, is set forth below:

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk
County, New York, at a meeting held on May 25, 2017, duly adopted the resolution summarized
below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk
County, New York, are irrevocably pledged for the payment of the principal of and interest on
such obligations as the same respectively become due and payable; that an annual
appropriation shall be made in each year sufficient to pay the principal of and interest on such
obligations becoming due and payable in such year; that the power to authorize the issuance of
and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds
authorized by such resolution, including renewals of such notes, is delegated to the Village
Treasurer; that all other matters, except as provided in such resolution, relating to the bonds
authorized, including the date, denominations, maturities and interest payment dates, within the
limitations prescribed in such resolution and the manner of the execution of the same and also
including the consolidation with other issues, and the authority to issue such obligations on the
basis of substantially level or declining annual debt service, is delegated to and shall be
determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:

BOND RESOLUTION DATED MAY 25, 2017.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$800,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York
_____, 2017

Village Clerk

Sworn to before me on
_____, 2017.

Notary Public

**AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND
THE TOWN OF SOUTHOLD REGARDING USE OF THE
VILLAGE MARINE PUMP-OUT STATION**

The Village of Greenport, 236 Third Street, Greenport, New York 11944, and the Town of Southold, 53095 Main Road, P.O. Box 1179, Southold, New York 11971-0959, do hereby agree as follows:

1. The Village of Greenport operates a marine pump-out facility for the purpose of removing effluent waste from boats operating in Greenport Harbor and its vicinity.
2. The Town Trustees of the Town of Southold operate a pump-out boat in the waters of Greenport and Southold Town for the purpose of removing effluent waste from boats operating in Greenport Harbor and its vicinity and the waters of Southold Town.
3. The Village of Greenport hereby agrees that the Village Pump-Out Station will accept effluent waste from the Town Trustees' pump-out boat at a charge to the Town of fifty cents (\$0.50) per gallon during the period of May 13, 2017 through and including October 30, 2017.
4. The Mitchell Marina Dock Master or his/her designee and the Southold pump-out boat operator will jointly agree on the amount of waste off-loaded at the Village Pump-Out Station.
5. This contract shall be automatically renewed with the same terms and rates each season unless written cancellation is provided to the other party.
6. All waste received must comply with the rules and regulations of the Village Sewer Code, and any and all Town or State laws or regulations.

VILLAGE OF GREENPORT

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

Dated: _____

TOWN OF SOUTHOLD

By: _____
Scott A. Russell, Supervisor

Dated: _____

STANLEY S. CORWIN, P. C.
ATTORNEY AND COUNSELLOR AT LAW
614 FIRST STREET
GREENPONT, NEW YORK 11548
Telephone 316 - 477-0031

MEMORANDUM

To: Frank S. Coyle
From: Stanley S. Corwin
Re: Berger Building lease
Date: Oct. 1, 1982

The proposed lease to the Historical Society seems to be okay.

Note the cost items:

- a) \$17 Site preparation
- b) \$5 Liability insurance
- c) \$4 Repair, refurbish and maintain
- d) \$3 Utilities; janitorial
- e) \$7 Removal and restoration of site

The first and last are one shot items; the others continuing.

Society's board of trustees action required before you sign.

I don't remember whether we have an impression seal; is we don't speak to me about the form of acknowledgment.

Usually when the consideration is \$1 payment is waived. When you, Hubbard and Tedeschi are shaking hands at the execution, assume it out loud.

The actual payment is an additional cost item to both sides; if they get technical, I suggest you give them \$25 and let the next generation worry from then on.

FREDERICK J. TEDESCHI
ATTORNEY AT LAW
216 FRONT STREET
P.O. BOX 562
GREENPORT, NEW YORK 11944
Telephone 516-477-2410

September 29, 1982

Mr. Frank S. Coyle
President
The Stirling Historical Society
P.O. Box 500
Greenport, New York 11944

Re: The Village of Greenport with the
Stirling Historical Society

Dear Sparky:

I enclose herewith for your examination, perusal and approval the proposed Lease between the Historical Society and the Village of Greenport.

Also enclosed is copy of proposed Bill of Sale conveying the ownership of the "Barger House" to the Society.

I have also forwarded copy of the enclosures to the Mayor and Board of Trustees of the Village of Greenport.

If you have any questions please call me.

Sincerely,


Frederick J. Tedeschi

FJT/a
Enclosures

LEASE

LEASE made this _____ day of October, 1982, between the Village of Greenport, a municipal corporation having its office and principal place of business at 236 Third Street, Greenport, Suffolk County, New York, hereinafter called "Village", and The Stirling Historical Society, a non-profit corporation organized under the laws of the State of New York, and having its principal office at P.O. Box 500, Greenport, Suffolk County, New York, hereinafter called "the Corporation"

WITNESSETH:

WHEREAS, The Village and The Corporation desire to develop that portion of real property owned by the Village for historical purposes so that the Corporation may maintain a historical edifice for public use for the benefit of the public, more particularly described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Greenport, Town of Southold, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the boundary line between land of the party of the first part and land of the party of the second part, said point being the following two courses from the point of intersection of the southerly line of South Street with the westerly line of Main Street: (1) South 7 degrees 01 minutes 40 seconds East 82.50 feet along the westerly side of Main Street; thence (2) South 85 degrees 44 minutes 50 seconds West 158.0 feet to the point of beginning of the premises; running thence along said land of the party of the second part; three courses: (1) South 85 degrees 44 minutes 50 seconds West 7.0 feet; thence (2) South 7 degrees 01 minutes 40 seconds East 16.50 feet; thence (3) South 85 degrees 44 minutes 50 seconds West 33.0 feet to land of S. T. Preston & Sons, Inc.; thence along said land, North 7 degrees 01 minutes 40 seconds West 30.0 feet; thence along other land of said party of the first part, two courses: (1) North 85 degrees 44 minutes 50 seconds East 40.0 feet; thence (2) South 7 degrees 01 minutes 40 seconds East 13.50 feet to the point of beginning.

Subject also to the following covenant as contained in deed dated August 26, 1982 from Eastern Long Island Hospital Association, Inc. to Village of Greenport:

The wooden frame shed currently on the premises shall be removed by the Grantee by August 26, 1983. The Grantee shall negotiate with the Stirling Historical Society to erect and maintain a historical structure on the premises. Any restoration to be undertaken by the Grantee or the Stirling Historical Society must be completed by August 26, 1983. In the event that the Grantee is unable to agree upon terms with the Stirling Historical Society, the Grantee shall be allowed to construct an improvement on the premises, provided it is a small monument of a type that would cover not more than 10% of said premises. This covenant shall run with the land.

hereinafter referred to as the "property", and

WHEREAS, the Corporation represents that it was organized for the purpose of preserving historical items for the use, education and benefit of the public, and

WHEREAS, the Village and the Corporation have determined that the most suitable use for the above-described property is as a site for a historical home, namely, the "Berger House", and to maintain said historical edifice as a museum and a building of historical significance that shall be available to the public on a reasonable schedule, and

WHEREAS, for reasons set forth above and in consideration of the premises of the parties hereto and for further good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. During the period of this Lease and any renewals thereof, the Corporation shall manage the aforesaid house as a facility for the benefit of the public in accordance with the terms set forth in its charter and herein.

2. Consideration for Lease: The Village agrees to lease the aforementioned property to the Corporation for a period of 25 years for the sum of One Dollar (\$1.00) per annum provided the Corporation move, erect and develop the Berger House on the aforementioned lands in accordance with the plans, specifications and representations as made and to be made to the Planning Board of the Village. Cost of move only as per Paragraph 17.

3. Utilities: The Corporation shall be responsible for the cost of utilities, both installation and maintenance, and janitorial services connected with the activities of the Corporation on the property.

4. The Corporation also agrees to construct, repair, refurbish and maintain the aforesaid Berger House so as to bear credit to the Village and shall bear all costs of maintenance including but not limited to, painting, repairs and improvements.

5. Liability, Fire, Workman's Compensation Insurance: The Corporation shall maintain at all times during the term of this lease, at its sole expense, public liability insurance for the joint and separate protection of the Village and the Corporation in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollars in case of injury to one person and One Million (\$1,000,000.00) Dollars in case of injury to more than one person in the same occurrence and in the minimum amount of Ten Thousand (\$10,000.00) Dollars for property damage. The Corporation shall furnish the Village with evidence of such insurance. Such insurance shall contain an endorsement providing that it will be primary as to any other insurance the Village may have. Such insurance shall not be cancelled or coverage reduced without the insurance carrier first giving thirty (30) days written notice to the Village.

6. Default: Should the Corporation fail in any respect to comply with the terms of this Lease and should the Village notify the Corporation in writing of the matters in regard to which default is asserted and should the Corporation fail either to cure such default within thirty (30) days after the giving of such notice, or to commence within thirty (30) days to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the Village may cancel this Agreement at any time thereafter during

the continuance of such default by giving written notice to the Corporation of such election to terminate.

7. Effect of termination: In the event of termination of this Lease, the Corporation shall remove its personal property (including the aforesaid Berger House), and shall return the property to such condition as it was prior to the commencement of this Lease.

8. Annual Reports: The Corporation shall present reports of its overall and continuing progress in obtaining the objectives of this Lease when requested by the Village, but not more than annually.

9. That the Corporation shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters or any other similar body, at the Corporation's own cost and expense.

10. The said Corporation agrees that the said Village and the Village's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

11. That the Corporation shall neither encumber nor obstruct the sidewalk in front of the entrance to said premises, nor allow the same to be obstructed or encumbered in any manner. The Corporation shall keep the sidewalk in front of the premises free of all snow and ice within four (4) hours after snow shall have

ceased to fall and ice to be formed:

12. That the Corporation agrees to hold the Village harmless from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Village.

13. The failure of the Village to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Village may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

14. Assignment: The Corporation shall not assign this Lease either in whole or in part, without the prior written approval of the Village. The Village shall not assign this Lease to a private corporation, firm, or individual without the prior written approval of the Corporation, except as herein provided.

15. Automatic Renewal: The term of this lease shall at the end of the demised term be continued for a further period of ten (10) years, all the conditions, provisions and covenants of this instrument (including this provision) to continue in force and to apply in all respects as herein provided, unless either party has notified the other by registered mail at least six (6) months before the end of the demised term of its intention not to renew and continue.

16. Modification: This Lease can only be modified by written instrument bearing the signatures of authorized representatives of both parties.

17. The Village will move the aforesaid building to the property at its cost. The site shall be prepared at the corporation's cost with an adequate crawl space or full basement at corporation's option in order to receive the said house.

18. The aforementioned house shall be and remain the property of the Corporation and if this Lease shall expire or be cancelled pursuant to its terms, the Corporation agrees to remove the said house from the premises within thirty (30) days of the aforesaid terms or cancellation of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first written above, at Greenport, New York:

VILLAGE OF GREENPORT

By _____

Mayor

THE STIRLING HISTORICAL SOCIETY

By _____

President

STATE OF NEW YORK

COUNTY OF SUFFOLK SS.

On the _____ day of _____, 1982, before me personally came GEORGE W. HUBBARD, to me known, who, being by me duly sworn, did depose and say that he resides at Central Avenue, Greenport, New York, that he is the duly elected and qualified Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said Corporation, and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK

COUNTY OF SUFFOLK SS.

On the day of 1982, before me personally came FRANK S. COYLE, to me known, who being by me duly sworn, did depose and say that he resides at 645 Champlin Place, Greenport, New York, that he is the President of The Stirling Historical Society, a domestic non-profit corporation described in and which executed the foregoing instrument; that said corporation has no corporate seal, and that he signed his name thereto by order of the Board of Trustees of said corporation.

Notary Public

Know all Men by these Presents,

THAT THE VILLAGE OF GREENPORT, a municipal corporation having its office at 236 Third Street, Greenport, New York 11944

party of the first part, for and in consideration of the sum of ONE (\$1.00) Dollars, lawful money of the United States to it in hand paid, at or before the enrolling and delivery of these presents by THE STIRLING HISTORICAL SOCIETY, a non profit corporation organized under the laws of the State of New York, having its office at P.O. Box 500, Greenport, New York 11944

party of the second part, the receipt whereof is hereby acknowledged by [Redacted] of the second part, sold and by these presents does grant and convey unto the said party of the second part, heirs, executors, administrators, successors and assigns the Berger House. This Bill of Sale is delivered pursuant to, and in conjunction with, Lease between the parties affecting premises conveyed to the Village of Greenport by deed dated August 26, 1982 from Eastern Long Island Hospital Association, Inc.; to the Village of Greenport. This Bill of Sale is delivered to the party of the second part without recourse or liability whatsoever on the part of the party of the first part, and without any warranty or guaranty concerning the aforesaid Berger House, and/or its physical condition, it being strictly understood the said structure is delivered and accepted in "as is" condition, the party of the second part by the acceptance of this Bill of Sale acknowledges the same.

TO HAVE AND TO HOLD the same unto the said party of the second part, heirs, executors, administrators, successors and assigns forever. ~~AND TO WARRANT AND DEFEND THE SAME AGAINST ALL CLAIMS AND DEMANDS OF ALL PERSONS WHO MAY IN ANY MANNER ASSERT ANY RIGHT OR INTEREST IN THE SAME.~~

IN WITNESS WHEREOF, the party of the first part has set its hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, this day of 1982

Signed, Sealed and Delivered
In the Presence of
Village of Greenport
By George W. Hubbard, Mayor

STATE OF
COUNTY OF

being duly sworn, deposes and says that h resides at

That h the same person who executed the within bill of sale

That h the sole and absolute owner of the property described in said bill of sale, and full right to sell and transfer the same

That the said property, and each and every part thereof, is free and clear of any liens, mortgages, debts or other encumbrances of whatsoever kind or nature except

That h not indebted to any one and has no creditors

That there are no judgments existing against h in any court, nor are there any replevins, attachments or executions issued against h now in force; nor has any petition in bankruptcy or arrangement proceedings been filed by or against h nor has taken advantage of any law relating to insolvency.

That this affidavit is made for the purpose and with the intent of inducing

to purchase the property described in said bill of sale, knowing that h will rely thereon and pay a good and valuable consideration therefor.

Sworn to before me this

day of

19

STATE OF
COUNTY OF

That he is

being duly sworn deposes and says

a corporation organized under the laws of the State of and having its principal office at

That the corporation is now the sole owner of all of the goods and chattels described and more specifically enumerated in the schedule hereto annexed and made part of the foregoing bill of sale.

That your deponent states that there are no mortgages, liens, conditional sales agreement or other encumbrances of whatever nature or description affecting the said goods and chattels set forth in the foregoing schedule and that they are absolutely free and clear thereof, except

That the corporation is not indebted to any one and has no creditors except

That there are no actions pending against the corporation in any court; nor are there any replevin judgments or executions outstanding against the corporation now in force; nor has any petition in bankruptcy or arrangement proceedings been filed by or against the corporation; nor has the corporation taken advantage of any law relating to insolvency.

That this affidavit is made for the express purpose and with the intent of inducing

to purchase the property set forth and described in the foregoing bill of sale, knowing full well that h will rely upon this affidavit and pay a good and valuable consideration.

Sworn to before me this

day of

19

STATE OF
COUNTY OF

On the _____ day of _____
before me same _____ nineteen hundred and _____

to me known and known to me to be the individual described in, and who executed the foregoing
instrument, and acknowledged to me that he executed the same.

STATE OF NEW YORK
COUNTY OF SUFFOLK

On the _____ day of _____
before me same _____ GEORGE W. HUBBARD _____
being by me duly sworn, did depose and say that he resides at No. 178 Central Avenue
Greenport, New York 11944.

that he is the duly elected and qualified Mayor of the Village of Greenport, the Municipal corporation
the corporation described in, and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was
affixed by order of the board of trustees of said corporation; and that he signed his
name thereto by like order.

Notary Public

VILLAGE OF GREENPORT

TO

THE STIRLING HISTORICAL
SOCIETY

Bill of Sale

Date: _____ 1987

FREDERICK J. IDESCHI
Attorney at Law
218 Front Street
Greenport, New York 11944
516 477-2048

LEASE

LEASE made this 14th day of November, 1975,

between the Village of Greenport, a municipal corporation having its office and principal place of business at 236 Third Street, Greenport, Suffolk County, New York, hereinafter called "Village" and The Stirling Historical Society, a non-profit corporation organized under the laws of the State of New York, and having its principal office at P.O. Box 500, Greenport, Suffolk County, New York, hereinafter called "the Corporation".

RECITALS

1. The Village and The Corporation desire to develop that portion of real property owned by the Village for historical purposes so that the Corporation may maintain a historical edifice for public use for the benefit of the public, more particularly described as follows:

ALL that certain plot, piece or parcel of land, situate and lying in the Village of Greenport, Town of Southold, County of Suffolk and State of New York, more particularly described as follows:

BEGINNING at a point on the westerly line of Main Street at the southeasterly corner of Eastern Long Island Hospital and being 82.5 feet southerly along said line from the southerly line of South Street; running thence southerly, along said westerly line of Main Street, 57.0 feet; thence through land of the property of the first part, four courses, as follows: (1) westerly, at right angles to Main Street, 37.0 feet; thence (2) northerly on a line parallel to Main Street, 25.0 feet; thence (3) westerly, 14.0 feet; thence (4) northerly, 35.0 feet to the southerly line of said land of Eastern Long Island Hospital; thence easterly, along said land, 51. feet to the point of BEGINNING.

hereinafter referred to as the "property".

2. The Corporation was organized for the purposes of preserving historical items for the use, education and benefit of the public.

3. The Village and the Corporation have determined that the most suitable use for the above described property is as a site for a historical home, namely, the 'Ireland House' and to maintain said historical edifice as a headquarters for the Corporation and as a museum and historical library that shall be available to the public on a reasonable schedule.

4. For reasons set forth above and in consideration of the premises of the parties hereto and for further good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

a) During the period of this lease and any renewals thereof, the Corporation shall manage a facility for the benefit of the public in accordance with the terms set forth in its charter and herein.

b) Consideration for Lease: the Village agrees to lease the aforementioned property to the Corporation for a period of 5 years for the sum of One Dollar (\$1.00) per annum, provided the Corporation move, erect and develop the Ireland House on the aforementioned lands in accordance with the plans, specifications and representations as made to the Planning Board of the Village.

c) Utilities: the Corporation shall be responsible for the cost of utilities, both installation and maintenance, and janitorial services connected with the activities of the Corporation on the property.

d) The Corporation also agrees to construct, repair, refurbish and maintain the Ireland House so as to be a credit to the Village and shall bear all costs of maintenance, including but not limited to, painting, repairs and improvements.

e) Liability, Fire, Workman's Compensation

Insurance: the corporation shall maintain at all times during the term of this lease, at its sole expense, public liability insurance for the joint and separate protection of the Village and the Corporation in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) in case of injury to one person and One Million Dollars (\$1,000,000.00) in case of injury to more than one person in the same occurrence and in the minimum amount of Ten Thousand Dollars (\$10,000.00) for property damage. The Corporation shall furnish the Village with evidence of such insurance. Such insurance shall contain an endorsement providing that it will be primary as to any other insurance the Village may have. Such insurance shall not be cancelled or coverage reduced without the insurance carrier first giving thirty (30) days written notice to the Village.

f) Default: Should the Corporation fail in any respect to comply with the terms of this lease and should the Village notify the Corporation in writing of the matters in regard to which default is asserted and should the Corporation fail either to cure such default within thirty (30) days after the giving of such notice, or to commence within sixty (60) days to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the Village may cancel this agreement at any time thereafter during the continuance of such default by giving written notice to the Corporation of such election to terminate.

g) Effect of termination: In the event of termination of this lease, the Corporation shall remove its personal property (including the Ireland House) and shall return the property to such condition as it was prior to the commencement of this lease.

h) Annual Reports: The Corporation shall present reports of its overall and continuing progress in obtaining the objectives of this lease when requested by the Village, but not more than annually.

i) That the Corporation shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Corporation's own cost and expense.

j) The said Corporation agrees that the said Village and the Village's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

k) That the Corporation shall neither encumber, nor obstruct the sidewalk in front of the entrance to said premises, nor allow the same to be obstructed or encumbered in any manner.

l) That the Corporation agrees to hold the Village harmless from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or flow from or into any part of

said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Village.

m) The failure of the Village to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Village may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

n) Assignment: The Corporation shall not assign this lease, either in whole or in part, without the prior written approval of the Village. The Village shall not assign this lease to a private corporation, firm, or individual without the prior written approval of the Corporation, except as herein provided.

o) Automatic Renewal: The term of this lease shall at the end of the demised term be continued for a further period of ten (10) years, all the conditions, provisions and covenants of this instrument (including this provision) to continue in force and to apply in all respects as herein provided, unless either party has notified the other by registered mail, at least six (6) months before the end of the demised term of its intention not to renew and continue.

p) Modification: This lease can only be modified by written instrument bearing the signatures of authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed
this lease on the day and year first written above, at Greenport,
New York.

SEAL

VILLAGE OF GREENPORT

Joseph P. ...

Mayor

THE STIRLING HISTORICAL SOCIETY

Frank S. ...

President

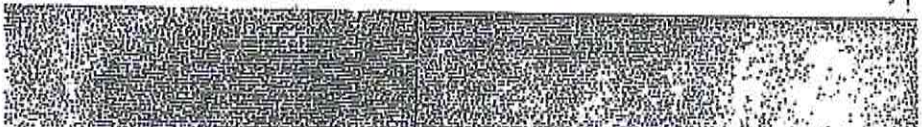
STATE OF NEW YORK : COUNTY OF SUFFOLK)ss.: On the 17th day of December 1975 before me personally came Joseph A. Townsend, to me known, who, being by me duly sworn, did depose and say that he resides at Main Street, Greenport, NY; that he is the duly elected and qualified Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

Joseph A. Townsend
Mayor of the Village of Greenport
Village of Greenport, Suffolk County, New York
1975-1976
Greenport, Suffolk County, New York
1975-1976

STATE OF NEW YORK : COUNTY OF SUFFOLK)ss.: On the 14th day of November 1975 before me personally came Frank S. Coyle, to me known, who, being by me duly sworn, did depose and say that he resides at 645 Champlin Place, Greenport, NY; that he is the president of Stirling Historical Society, a domestic non-profit corporation described in and which executed the foregoing instrument; that said corporation has no corporate seal, and that he signed his name thereto by order of the board of trustees of said corporation.

Frank S. Coyle

CORNELIA C. KEOGH
NOTARY PUBLIC, State of New York
No. 22,827-73
Qualified in Suffolk County
Term Expires March 30, 1977



DECLARATION OF EASEMENT

This Declaration, made and dated the day of May, 2017, by the Village of Greenport (“Grantor” or the “Village”), having an office address of 236 Third Street, Greenport, New York 11944, and IGA, Inc., having a place of business at 101 South Street, Greenport, New York, 11944, and an office address of 8745 West Higgins Road, Suite 350, Chicago, Illinois 60631 (“Grantee” or “IGA”), and 101 Greenport Properties LLC, with an address of 101 South Street, Greenport, New York 11944; to wit ;

WITNESSETH

WHEREAS, the Declarant is the owner of the property described in Schedule “A” which is annexed hereto and made a part hereof, which property is known as South Street, Greenport, New York 11944, and is more specifically identified by SCTM No. 1001-04-9-8.001, and which is hereinafter referred to as the “Village Property”, and;

WHEREAS IGA is the owner of the business operating on the adjacent parcel to the Village Property (the “IGA Property”), which IGA Property is owned by 101 Greenport Properties LLC, and is located at 1st Street and South Street, Greenport, New York 11944, and is more specifically identified by SCTM No. 1001-4-9-7; and

WHEREAS it is necessary the operation of the IGA business on the IGA Property and in the Village of Greenport is important to the good and well-being of the Village of Greenport and its residents, and whereas the IGA provides other benefits for the Village of Greenport and its residents, and it is necessary for the continued operation of the IGA business at the IGA Property for the IGA to have an easement on the Village Property, which easement is described in Exhibit B hereto, for the location of liquid propane storage tanks, as indicated on the survey attached as Exhibit C hereto; and

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

On the _____ day of _____, in the year 2017, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
)ss:
COUNTY OF)

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
)ss:
COUNTY OF)

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE B

Description of Easement Granted by the Village of Greenport to IGA, Inc.:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING AND BEING AT THE VILLAGE OF GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT, SAID POINT AND PLACE OF BEGINNING BEING THE FOLLOWING TWO COURSES AND DISTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY LINE OF ADAM STREET WITH THE WESTERLY LINE OF 1ST STREET;

- 1) SOUTH 85 DEGREES 47 MINUTES 50 SECONDS WEST A DISTANCE OF 56.67 FEET
- 2) NORTH 6 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 102.76 FEET;

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A WESTERLY DIRECTION SOUTH 84 DEGREES 04 MINUTES 30 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT;

THENCE NORTH 6 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 26.23 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 16.84 FEET TO A POINT;

THENCE NORTH 6 DEGREES 47 MINUTES 00 SECONDS WEST A DISTANCE OF 4.00 FEET TO LANDS NOW OR FORMERLY OF 101 GREENPORT PROPERTIES LLC;

THENCE NORTH 85 DEGREES 44 MINUTES 50 SECONDS EAST A DISTANCE OF 21.84 FEET TO A POINT;

THENCE SOUTH 6 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE POINT AND PLACE OF BEGINNING.

MAP FOR
GAS & BOTTLE EASEMENT
AT GREENPORT
TOWN OF SOUTHOLD
SUFFOLK COUNTY, N.Y.

1001-04-09-07
SCALE: 1"=30'
MAY 23, 2016
MAY 25, 2016 (PROPOSED)
MARCH 21, 2017 (EASEMENT)
APRIL 12, 2017 (REVISIONS)

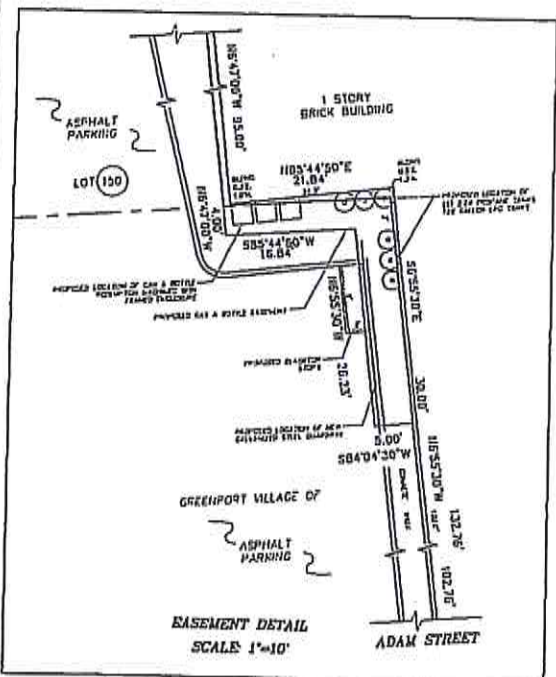


SOUTH STREET

2nd. STREET

1st. STREET

ADAM STREET



EASEMENT DETAIL
SCALE 1"=10'

1 STY. MASONRY BUILDING
N/O/F
GUSHAR ENTERPRISES LLC

LOT NUMBERS REFER TO "MAP OF GREENPORT VILLAGE"
FILED IN THE SUFFOLK COUNTY CLERK'S OFFICE
AS FILE NO. 0009.

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION
OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW,
EXCEPT AS PER SECTION 7209-SUBDIVISION 2. ALL CERTIFICATIONS
HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF
SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR
WHOSE SIGNATURE APPEARS HEREON.

TOTAL
AREA = 15,241 SQ.FT.

[Signature]
N.Y.E. LIC. NO. 49618
PECONIC SURVEYORS, P.C.
(631) 765-5020 FAX (631) 765-1797
P.O. BOX 909
1230 TRAVELER STREET
SOUTHOLD, N.Y. 11971

06-165

Draft February 24, 2017

SEWER AGREEMENT

AGREEMENT made this day of March, 2017, by and between the VILLAGE OF GREENPORT, a municipal corporation having its office and principal place of business at 236 Third Street, Greenport, New York 11944, hereinafter called the "Village", and Colin Ratsey, an individual with an address of 419 Wiggins Street, Greenport, New York 11944, and Ratsey Construction, a New York Corporation, with an office located at 67685 Main Road, Greenport, New York 11944, hereinafter jointly called the "Owners".

W I T N E S S E T H :

WHEREAS, the Village owns and maintains a municipal sewer system in the Village of Greenport to provide sewer service to the residents, businesses and institutions of the Village as well as users of the municipal sewer system that are located outside of the Village pursuant to contract or agreement; and

WHEREAS one or both of the Owners are the owners of a parcel of real property located at 67685 Main Road, Greenport, New York 11944, which is located outside of the Village of Greenport in the unincorporated portion of the Town of Southold, and which is more particularly described in Schedule "A" hereto annexed (the "Subject Property"); and

WHEREAS the Owners intend to develop the Subject Property with a commercial office development with an office and retail food store and possible additional other uses in the future; and

WHEREAS the Owners represent that the Suffolk County Water Authority shall furnish all of the water supply needs for the aforesaid project; and

WHEREAS, the Owners, at their sole cost and expense, shall construct on its premises sewage mains and a pump with the main to be made of a four inch (4") diameter PVC

Draft February 24, 2017

pipe, and in conformity with plans and specifications which are to be approved by the Village, and as may be amended from time to time during the course of construction; and

WHEREAS, Owners shall construct and install the complete sanitary sewage system, all of which will be merged with the sewage system of the Village, for the project as located on the premises more particularly described in Schedule "A", and to transfer and convey same to the Village upon completion of said sewage system, and to give and procure easements for the maintenance of said sewage system, and other appurtenances for the proper operation of the aforesaid sewage collection system; and

WHEREAS, the Owners have secured final approval for said project from the Southold Town Planning Board; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health and the New York State Department of Environmental Conservation for a sewage collection system, the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and covenants herein it is mutually agreed as follows:

1. The Owners agree to install, at their own cost and expense, on the Subject Property described in Schedule "A", a sanitary sewage collection system including, but not limited to sewage main and pump station(s) for the proper collection of sewage from the project. Plans will be provided to the Village that outline the two initial services, pump station location, sewer main and connection to the existing system as to be attached hereto as Schedule "B".

2. All necessary engineering and construction for the installation of the complete sanitary sewage system on the property of the Owners, as well as from the connection at the

Draft February 24, 2017

Owner's property, from Main Road, then across Village property near Moores Lane, to the Village's existing sewer main on Moores Lane, Greenport, New York, shall be at the sole cost and expense of the Owners and subject to the responsibility of the latter to perform and construct same. The foregoing shall be referred to as the Work, which shall be designed and constructed by the Owners and/or their subcontractors. The Work shall be in accordance with the plans and specifications prepared by the Owner's Engineer, to be approved by the Village in writing before the Owners commence the Work.

3. The Village agrees to deliver a "will-serve" letter for sewer collection and treatment services at the Subject Property for the project described in the approved plans in the form heretofore approved by the Suffolk County Department of Health.

4. The Owners reserve the right, upon prior written approval by the Village, to expand its sewer collection system on the Owners' property, however any additional connections beyond that which is indicated on the Plans shall be for a Village sewer connection fee at the then Village going rate for outside of the Village sewer connections.

5. The Village reserves the right to expand the sewer collection system using the connection of the main constructed herein, at the Village's expense, beyond the Owners' property.

6. All Work shall be inspected by the Village or its designee, with full power of inspection hereunder. The Owners will grant access for purposes of inspection to all parts of the premises and the Work. The Village shall have an authorized inspector at the site at such times as it deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested or prior permission has been obtained from the inspector. The Owners agree to pay the Village's costs for all inspection fees periodically in advance of the

inspections.

7. The Owners agree, upon written approval of the completed Work by the Village and compliance with all other provisions of this Agreement, that they will formally dedicate to the Village, and the Village will accept, the entire sanitary sewage collection system, including but not limited to sewer mains, pump station(s) and appurtenances, free and clear of all encumbrances and liens.

8. At the same time, the Owners shall grant and convey to the Village easements and rights-of-way for the purpose of laying, relaying, repairing and maintaining sanitary sewage collection facilities and appurtenances, and any other rights-of-way and easements, the Village needs or requires for hook-up of the system to its other sewage mains and treatment plant.

9. The aforesaid rights-of-way and easements shall extend five (5) feet on either side of the sewer mains to be installed pursuant to this Agreement, whether or not such distance shall be within the roadway. The sewer mains, pump station(s), appurtenances, easements and rights-of-way shall be granted to the Village, and its successors or assigns, in perpetuity.

10. The easements granted herein are not exclusive; however, no other poles, cables or structures are to be set within seven feet of either side of a sewer main. If utility, water or other services necessarily cross the sewer mains, the Owners will advise the Village in writing of the exact location of such intersection, and upon installation shall supply maps to the Village showing the exact locations. Said intersections shall not be permitted without the prior written consent of the Village, which consent shall not be unreasonably withheld.

11. Upon the dedication of the sanitary sewer collection system to the Village, the Village shall thereafter take over the operation and maintenance of the pump station and the

Draft February 24, 2017

main downstream to the Village sanitary sewage treatment plant including all repairs and replacements thereto at its sole cost and expense. The Owners shall be required to operate, take care of, maintain, repair and replace, at its sole cost and expense, the entire network of piping and fixtures within and to the facilities on the Owners' property.

12. Upon completion, inspection and approval of the Work, the Village shall operate the sanitary sewage collection system to the project, and the users and buildings on the Owners' property. There shall be two connections from the Owners' property to the Greenport sewer system in accordance with this Agreement, each of the uses and occupants of the buildings on the Owner's property shall have a separate Suffolk County Water Authority meter, and connections to the sewer system, and any connections in addition to the two connections provided under this Agreement shall be charged at the then going Village rate. The Village shall charge each of the connections and uses and occupants of the buildings on the Owners' property the rates that are applicable pursuant to the rules and regulations of the Village to other customers of the Village who are located and/or reside outside of the incorporated limits of the Village of Greenport.

13. All bills rendered by the Village of Greenport for the sewer service shall be due when issued by the Village. In the event that the Owners or any of the separately metered occupants of the Owners' property fail to pay the sewer charge for the sewer service provided by the Village, the Village, on ninety (90) days notice, may take action to obtain a money judgment against the Owners and or the individual users, and to discontinue the sewer service to the Owners' property if there is one water meter for to the particular use or occupant of the Owners' property, if there is more than one metered service, including but not limited to a court of competent jurisdiction for an order permitting or directing the Village to disconnect the sewer

Draft February 24, 2017

service for the unpaid account.

14. This Agreement contains the complete understanding and agreement of the parties for the acquisition by the Village of the sewage collection system and its hook-up to the Village sewage treatment plant. The Owners agree that they will not make any claims against the Village on account of the installation and conveyance of the sewage collection system, monies paid on contract to the Village and acceptance of this Agreement, notwithstanding the provisions of any general or special law to the contrary which may or may not be enacted in the future.

15. This Agreement shall enure to the benefit and shall bind the respective heirs, legal representatives or successors and assigns of the parties hereto.

16. This Agreement shall not be assigned by the Owners without the consent in writing of the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

VILLAGE OF GREENPORT

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

By: _____
Colin Ratsey

By: _____
Ratsey Construction

Parking Lot Maintenance Agreement

This Agreement entered into on the day of May, 2017, between the VILLAGE OF GREENPORT, a municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter the "Village"), and HAMPTON JITNEY, INC. a New York State domestic corporation with offices located at 395 Old County Road, Route 39A, Southampton, New York 11968 (hereinafter "Jitney") as follows:

W I T N E S S E T H:

WHEREAS, the Long Island Rail Road as the predecessor in interest to the Metropolitan Transit Authority entered, as Lessor, a Lease Agreement dated August 14, 1981 with the County of Suffolk as Lessee, whereby the Long Island Rail Road leased four parcels of property in the Village of Greenport, (Parcel #1, Parcel #2, Parcel #3 and Parcel #4 (the "four parcels")), together with all rights of the Long Island Railroad to underwater lands adjoining the four parcels, and subject to the Long Island Railroad's lease of an adjoining property to the North Ferry Company, for a term beginning on July 1, 1981 and ending on June 30, 2031 (hereinafter the "Lease Agreement"), (Exhibit A); and

WHEREAS Suffolk County, a municipal corporation having its offices located at H. Lee Dennison Building, Veterans Memorial Highway, Hauppauge, New York 11788 (hereinafter the "County"), entered a Sublease dated December 20, 1982, between the County as Sublessor and the Village as Sublessee, of the County's interest in the Lease Agreement and the four parcels (Exhibit B); and

WHEREAS the Long Island Railroad as Lessor and the County as Lessee and Sublessor and the Village as Sublessee executed a "First Amendment of Lease and Sublease" dated January

22, 1993 whereby the Long Island Rail Road, the County and the Village amended the Lease Agreement and the Sublease Agreement so as to provide that an additional parcel of 528 square feet, originally excluded from the Lease Agreement and therefore the Sublease Agreement, and retained by the Long Island Railroad would be included by the parties in the Lease Agreement and the Sublease Agreement (Exhibit C); and

WHEREAS the County, as Assignor, by an Assignment and Assumption Agreement dated February 2, 2015, assigned the rights and interests of the County in the Lease Agreement to the Village as Assignee, and the Village accepted the rights and interests of the County pursuant to the Lease Agreement and the Village also assumed the obligations of the County to the MTA, as the successor in interest to the Long Island Rail Road, pursuant to that Lease Agreement (Exhibit D); and

WHEREAS Paragraph 9. of the aforementioned Sublease Agreement provides that the Village is required to maintain in “good repair and tenantable condition during the continuance of this sublease”; and

WHEREAS Parcel 3. of the Lease Agreement and the Sublease Agreement described as “Parcel #3 – Ease of Fourth Street, south of Lessor’s operating rail, containing 58,950 square feet, more or less, of land, together with the Lessor’s bulk heading, turntable and non-operating rail facilities thereon” which is a large municipal public parking lot; and

WHEREAS Jitney maintains a transportation service with scheduled stops in the Village of Greenport, and Jitney uses the municipal public parking lot located on Parcel 3. For staging Jitney’s service in the Village of Greenport, including but not limited to use of the Parcel 3 parking lot as a scheduled bus stop for Jitney’s transportation service, use of the currently

unlimited public parking spaces of the Parcel 3 parking lot for use by Jitney's customers; and

WHEREAS the use of Parcel 3, and the access lanes and ways to Parcel 3 parking lot (hereinafter the "Parking Lot") by Jitney for Jitney's service and by Jitney's customers for access to Jitney's service and parking has placed excessive wear on the Parking Lot and the resources of the Village to maintain the Parking Lot and the public Village roads and ways providing access to the Parking Lot; and

WHEREAS Jitney recognizes the joint responsibility of Jitney to assume joint responsibility with the Village for the maintenance of the Parcel 3 parking lot and the roads and access ways providing access to the Parcel 3 parking lot and the Village is willing and desirable of establishing a process for Jitney to share in that responsibility;

NOW THEREFORE in consideration of the promises and the respective and mutual agreements contained herein, the Village and Jitney hereby agree as follows:

1. The Village agrees to allow Jitney non-exclusive use of the Parking Lot indicated on the diagram annexed as Exhibit E hereto, for the term of this Agreement and provided that Jitney complies with the terms and conditions of this Agreement, in the general area indicated on the Public Lot, reserved to 20 parking spaces and the access thereto.

2. Jitney shall pay to the Village the amount of \$15,000 per annum for the maintenance and repairs of Parking Lot and the roads and access ways that provide access to that lot. The first payment of \$15,000 shall be payable on the signing of this Agreement. The subsequent payments of \$15,000 shall be paid on an annual basis, on the anniversary date of this Agreement. The payment for any year shall be nonrefundable once paid to the Village.

3. The payments made by Jitney to the Village shall be deposited by the Village to a maintenance and repair account which shall be established and maintained by the Village for

the purpose of establishing and creating a maintenance and repair reserve account in which the payments from Jitney to the Village for the maintenance and repair of the Parking Lot shall be deposited and disbursed from for the purpose of the maintenance and repair of the Parking Lot and the roads and access ways providing access to the Parking Lot only.

4. Except as otherwise expressly provided in this Agreement, the Village grants to Jitney the nonexclusive right to continue to use a undesignated portion of the Parking Lot for a stop for Jitney's scheduled service in the Village of Greenport.

5. Neither the Village nor Jitney shall commit, suffer, or permit any waste on the other's property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the other's property for any illegal purposes.

6. Jitney, its employees, contractors, vendors, and invitees shall individually comply with all rules and regulations adopted by the other property owner when using the other's property. Any willful violation of said rules and regulations or the terms of this Agreement by Jitney will be grounds for immediate termination of this Agreement by the Village.

7. This Agreement and its terms and conditions are subject to the Lease Agreement, the Sublease Agreement and the First Amendment of the Lease and Sublease Agreement and all covenants, conditions, restrictions, and exceptions of record or apparent.

8. Nothing contained in this Agreement or in any document related hereto shall be construed to imply the granting to Jitney rights which exceed those granted in this Agreement.

9. The term of this Agreement shall commence on the Effective Date as shown on Page One (1) of this Agreement and remain in effect for a period of five (5) years, unless Terminated by either party pursuant as provided in this Agreement.

10. The term of this Agreement shall automatically be extended for and additional five (5) year term, at the conclusion of the initial five (5) year term, unless either the Village or Jitney provides written notice to the other party at least ninety (90) days before the expiration of the initial that the party is not renewing the Agreement. The terms and conditions of this Agreement shall remain in effect throughout the initial term and the renewal term unless amended pursuant written mutual agreement by the parties pursuant to this Agreement. The \$15,000 annual payment shall be increased for the first year of the extension term by the increase in the Consumer Price Index for the New York/New Jersey area, all consumers, for the five-year period of the initial term of this Agreement. The annual payment shall thereafter be increased based on an adjustment for the increase in CPI for the prior one year period of the Agreement.

11. This Agreement may be terminated by either Party with one hundred twenty (120) days written notice to the other Party without cause and for any reason.

12. Jitney will not make any alterations or improvements to the Parking Lot or on any property of the Village without prior written approval and authorization by the Village of Greenport.

13. Jitney shall keep the Parking Lot in a clean and orderly condition and not allow trash of any kind to be piled or stored on the Parking Lot.

14. Jitney shall continue to be responsible for the general maintenance of the Parking Lot depicted in Exhibit A to this Agreement that is attributable to Jitney's use of the Parking Lot, which responsibility shall be fulfilled by Jitney's contribution to the maintenance fund provided for in this Agreement, however in the event that there is a specific event or occurrence or actions by Jitney which cause damage or excessive wear on the Parking Lot other than the ongoing wear

for which the maintenance payment is contemplated, then the Village shall notify Jitney in writing of the nature and amount of the repair and maintenance, and Jitney within thirty (30) days of the receipt of the notice shall pay to Village the amount demanded therein for the maintenance and repair of the Parking Lot.

15. The Village shall prepare and keep records of the receipts and disbursements of the maintenance account provided for herein which records shall be available to Jitney on Jitney's request.

16. Any right created herein on behalf of Jitney may not be assigned or subleased in any manner and any attempted assignment or sublease shall be null and void and shall be cause for immediate termination of this Agreement, and shall confer no right, title, or interest in or to this Agreement or the Parking Lot.

17. Jitney shall procure and maintain, throughout the duration of this Agreement, property, bodily injury and liability insurance in the amount of not less than two million (\$2,000,000) per occurrence and five million dollars (\$5,000,000) per annum against claims for injuries to persons or damages to property which may arise from or in connection with Jitney's operations and occupancy and use of the Parking Lot. Jitney shall provide the Village with the original endorsement page of such policy naming the Village of Greenport, its appointed and elected officials, officers, employees and volunteers as additional insured and provide evidence of the required insurance in a form acceptable to the Village prior to the execution of this Agreement and each annual period and renewal thereof.

18. Each insurance policy required by Section 17. above shall be endorsed to require that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested.

19. All required insurance shall be placed with insurers acceptable to the Village, admitted to do business in the State of New York and with current BEST'S ratings of no less than B+, Class X.

20. Jitney and Jitney's contractors and subcontractors shall defend, indemnify, save and hold harmless the Village and its respective elected officials, officers, employees, agents and volunteers, from and against any and all damages to property or injuries or death of any person or persons, including injuries or death to officials, officers, employees, agents or volunteers of the Village and shall defend, indemnify, save and hold harmless the Village, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, resulting from, arising out of, or in any way related to the Parking Lot, or the acts, errors or omissions of Jitney, its officers, employees, agents, volunteers and subcontractors, in the performance of this Agreement.

21. The indemnification provided herein shall not extend to loss or damage arising from the Village's own acts, omissions, active or passive negligence, sole negligence or willful misconduct. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Village, its officers, employees, agents, volunteers or subcontractors, but shall be required whenever any claim, demands, suits, actions or proceedings of any kind or nature asserts liability against the Village.

22. Jitney and any and all agents and employees of Jitney shall act in an independent capacity and not as officers or employees of the Village.

23. Each party shall at their sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force.

24. This Agreement sets forth all of the agreements and understandings of the Village and Jitney and any modification shall be in writing and properly executed by both parties.

25. All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail.

To: Village of Greenport, Attn.: Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944.

To: Hampton Jitney, Inc., 395 Route 39A, Southampton, New York 11968.

26. In the event there is a default by either Party with respect to any of the provisions of this Agreement or any obligations under it, the defaulting party shall be given written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, however the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If the defaulting Party does not provide evidence to the non-defaulting Party of the complete cure of the default within the applicable cure period, the non-defaulting Party may do any of the following:

A. Terminate this Agreement. All rights of defaulting Party and those who claim under the defaulting Party, stemming from this Agreement, shall end at the time of such termination; or

B. At non-defaulting Party's sole option, correct any such default by performance of any act, including payment of money, and bill the defaulting Party for the cost thereof plus

reasonable administrative costs.

C. In addition to the above, pursue any other remedies available at law or in equity.

27. In the event either the Village or the Jitney commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other costs of sustaining such action, including reasonable attorney fees, as may be fixed by the court.

28. Jitney agrees that no improvements shall be erected, placed upon, operated, nor maintained within the Parking Lot, nor any business or activities conducted or carried on therein or therefrom, in violation of the terms of this Agreement or of any federal, state, or local law or regulation.

Hampton Jitney, Inc.

By: _____

Village of Greenport

By: _____