



**June 27, 2019 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
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MAYOR
GEORGE W. HUBBARD, JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Richard Francis Butler
- Victor Grissino
- Mary E. "Miz" Thomson

ANNOUNCEMENTS

- The annual Fire Department Carnival fundraiser will be held from July 2, 2019 through July 6, 2019, with fireworks scheduled for July 4, 2019 and July 6, 2019 at 10 p.m.
- The Village Offices will be closed on July 4th in celebration of the Independence Day holiday.

PRESENTATION

- Paul Connor and Linda Sweeney regarding the Stonybrook/ELIH merger

PUBLIC HEARINGS

- A public hearing regarding a proposed amendment to Chapter 142 (Wetlands, Floodplains and Drainage)

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 06-2019-1**

RESOLUTION adopting the June, 2019 agenda as printed.

RESOLUTION # 06-2019-2

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

FIRE DEPARTMENT**VILLAGE ADMINISTRATOR****RESOLUTION # 06-2019-3**

RESOLUTION approving an increase in the hourly wage rate of Emilia Jacobi from \$ 12.00 per hour to \$ 13.50 per hour, effective July 3, 2019.

RESOLUTION # 06-2019-4

RESOLUTION ratifying the hiring of :

Amanda Aurichio as a part-time, seasonal Marina Office employee, at an hourly wage rate of \$ 13.00 per hour, effective June 13, 2019 and Susan Baron as a part-time, seasonal Marina Office employee, at an hourly wage rate of \$ 13.00 per hour, effective June 24, 2019.

RESOLUTION # 06-2019-5

RESOLUTION ratifying the hiring of:

Alec Rinaldi, Cassidy Deerkoski, Bayleigh Rienecke, Roxana Rodas Monarca, and Katherine Strovink as part-time, seasonal Camp Counselors, at an hourly wage rate of \$12.00 per hour, effective June 18, 2019.

RESOLUTION # 06-2019-6

RESOLUTION approving the attached SEQRA resolution regarding the use of Community Development Block Grant money in the amount of \$ 180,305.00 to fund ADA-compliant construction and rehabilitation projects within the Village of Greenport, with the Board of Trustees adopting lead agency status, determining that the construction and rehabilitation projects are Unlisted Actions for purposes of SEQRA, and determining that the construction and rehabilitation projects will not have a significant negative impact on any aspect of the environment, and adopting a Negative Declaration for purposes of SEQRA.

RESOLUTION # 06-2019-7

RESOLUTION approving the attached agreement between the Village of Greenport and the Rotary Club of Greenport regarding the restoration and operation of the Mini Railroad in the Village-owned Moores Woods, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Rotary Club of Greenport.

RESOLUTION # 06-2019-8

RESOLUTION approving the attached agreement between the Village of Greenport and Safe Harbor Marinas, LLC regarding dredging of the entrance to Stirling Harbor, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Safe Harbor Marinas, LLC.

RESOLUTION # 06-2019-9

RESOLUTION approving the attached agreement between the Village of Greenport and Hawkeye Energy Greenport, LLC regarding an amendment to the Facility Site Lease Agreement between the Village of Greenport and Hawkeye Energy Greenport, LLC and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Hawkeye Energy Greenport, LLC.

RESOLUTION # 06-2019-10

RESOLUTION approving the attached SEQRA resolution regarding the New York State Department of State Application for New York State Department of Transportation grant for re-construction of the North Ferry Terminal transportation hub in the Village of Greenport, determining the re-construction to be an Unlisted Action for purposes of SEQRA, adopting lead agency status and adopting a negative declaration with regard to SEQRA.

RESOLUTION # 06-2019-11

RESOLUTION authorizing Village Administrator Pallas to solicit an engineering and fee proposal from the Suffolk County Local Design Services Agreement list of approved design professionals in conjunction with the re-design of the North Ferry Terminal transportation hub, with the corresponding funding to be provided by reimbursements via a New York State Department of Transportation (80%/20%) matching grant.

RESOLUTION # 06-2019-12

RESOLUTION authorizing the Village of Greenport to apply for a Consolidated Funding Application grant for the purpose of obtaining funding for the potential sewer main extension to the Sandy Beach area, and further authorizing Village Administrator Pallas to sign the corresponding grant application.

VILLAGE TREASURER**RESOLUTION # 06-2019-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4105, to appropriate reserves to fund the purchase of a replacement pump for the San Simeon Nursing Home Pump Station, and directing that Budget Amendment #4105 be included as part of the formal meeting minutes of the June 27, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 06-2019-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4107, to appropriate reserves to fund the purchase of a Comminutor Grinder System on an emergency basis, and directing that Budget Amendment #4107 be included as part of the formal meeting minutes of the June 27, 2019 regular meeting of the Board of Trustees.

RESOLUTION # 06-2019-15

RESOLUTION approving the attached SEQRA resolution regarding the bond resolution dated June 27, 2019, determining the re-construction of the North Ferry Terminal to be an Unlisted Action for purposes of SEQRA, adopting lead agency status and adopting a negative declaration with regard to SEQRA.

RESOLUTION # 06-2019-16

RESOLUTION approving the attached bond resolution dated June 27, 2019 provided by Norton Rose Fulbright, in the amount of \$ 3,200,000 to finance the matching grant portion of the reconstruction of the North Ferry Terminal.

VILLAGE CLERK**RESOLUTION # 06-2019-17**

RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at the Station One Firehouse on Third Street, for the annual Chicken Barbecue fundraiser from 4:00 p.m. through 7:00 p.m. on August 17, 2019.

RESOLUTION # 06-2019-18

RESOLUTION approving the Public Assembly Permit Application submitted by the Chinese Yacht Club for the use of a portion of Mitchell Park, for the annual Greenport Regatta from October 11, 2019 through October 13, 2019.

RESOLUTION # 06-2019-19

RESOLUTION designating the Village of Greenport as a co-sponsor of the Greenport Regatta, and further waiving the \$ 250.00 permit fee for the event, as a result of the event proceeds being donated to the Paul Drum Life Experience Project, a 501(c)3 organization.

RESOLUTION # 06-2019-20

RESOLUTION approving the request of the Chinese Yacht Club for dockage on October 11, 2019 and October 12, 2109 at the Village of Greenport Mitchell Park Marina for vessels participating in the Greenport Regatta, at the rate of \$ 1.00 per foot per vessel.

RESOLUTION # 06-2019-21

RESOLUTION approving the request of the Greenport Harbor Brewery to close Carpenter Street from the front of the Brewery to the rear entrance of the former Capital One Bank building on July 12, 2019 from 5:00 p.m. – 10:00 p.m. for the Greenport Harbor Brewery Tenth Annual Anniversary celebration.

RESOLUTION # 06-2019-22

RESOLUTION approving the attached contract between the Village of Greenport and BuoyantSea for the provision of swim lessons at Fifth Street Beach at a cost of \$ 30 per hour beginning on July 8, 2019 and ending on September 2, 2019; and authorizing Mayor Hubbard to sign the attached contract between the Village of Greenport and BuoyantSea.

RESOLUTION # 06-2019-23

RESOLUTION ratifying the attendance of Clerk Pirillo at the Nassau Suffolk Town Clerks Association Meeting on June 26, 2019 in Southold, New York beginning at 12 noon, with the attendance fee of \$ 30.00 to be reimbursed from Account A1410.400 (Clerk Contractual Expense).

RESOLUTION # 06-2019-24

RESOLUTION accepting the proposal of J.R. Holzmacher P.E., LLC for engineering services for the Sanitary Sewer Pump Station Replacement Project, in the amount of \$ 89,739.10 per the bid opening on June 20, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and J.R. Holzmacher P.E., LLC.

MAYOR**RESOLUTION # 06-2019-25**

RESOLUTION scheduling a public hearing for 7:00 p.m. on Thursday, July 25, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 54A, Schedule XVI (Limited Time Parking) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly.

TRUSTEES**RESOLUTION # 06-2019-26**

RESOLUTION approving the attached License Agreement between the Village of Greenport and the Rotary Club of Greenport regarding the installation of a temporary, periodic "Field of Honor" on Village-owned property in Mitchell Park at the site of the Village of Greenport Carousel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Rotary Club of Greenport.

RESOLUTION # 06-2019-27

RESOLUTION approving the attached License Agreement between the Village of Greenport and Hard Corner Partners, LLC regarding the public use, and Village maintenance of, a property owned by Hard Corner Partners, LLC; and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Hard Corner Partners, LLC.

RESOLUTION # 06-2019-28

RESOLUTION scheduling a public hearing for 7:00 p.m. on Thursday, July 25, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, to raise the existing building above the base flood elevation plus 2' of freeboard or more, with the work including the replacement of the existing foundation and floor frame with 26 new helical pile supported floor; and directing Clerk Pirillo to notice the public hearing accordingly.

VOUCHER SUMMARY**RESOLUTION # 06-2019-29**

RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated June 20, 2019, in the total amount of \$ 249,177.44 consisting of:

- o All regular checks in the amount of \$ 249,177.44.

RESOLUTION # 06-2019-30

RESOLUTION approving all checks for Fiscal Year 2019/2020 per the Voucher Summary Report dated June 21, 2019, in the total amount of \$ 745,755.04 consisting of:

- o All regular checks in the amount of \$ 697,427.61, and
- o All prepaid checks (including wire transfers) in the amount of \$ 48,327.43.

May 9, 2019

LOCAL LAW NO. OF THE YEAR 2019
A LOCAL LAW AMENDING CHAPTER 142 WETLANDS,
FLOODPLAINS AND DRAINAGE
OF THE GREENPORT VILLAGE CODE

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1. Title of Local Law

1.2. Enactment.

1.3. Effective Date.

1.4. Purpose and Intent of Local Law.

2.0. General Provisions

2.1. Deletion of §142-6(B)(3).

2.2. Creation of §142-6(B)(4).

2.3. Amendment to §142-6(D).

2.4. Amendment to § 142-7.

2.5. Creation of §142-8(G).

2.6. Deletion of §142-9(A).

2.7. Amendment to §142-9(B).

2.8. Amendment to §142-9(D)

2.9. Deletion of §142-9(E)

3.0 Severability.

1.1 Title.

This Local Law shall be entitled “Local Law of 2019 Amending Chapter 142 Wetlands Floodplains and Drainage”

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2019, a Local Law of the Village of Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the Secretary of State of New York, which shall be within twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4. Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to update the regulations contained in Chapter 142 regarding wetlands permit applications in the Village of Greenport.

2.0. General Provisions.

2.1. Deletion of §142-6B3.

§142-6B3 of the Greenport Village Code is hereby deleted.

2.2. Amendment to §142-6(B)(4).

§142-6(B)(4) is hereby created to read as follows:

(4) Copies of all applications made to any other agencies and any correspondence to or from those agencies and any approvals or denials from those agencies.

2.3. Amendment to §142-6(D).

§142-6(D) is hereby amended to read as follows:

All applications for wetlands permits, filed subdivision maps or any development within the watercourses, coastal wetlands, tidal marshes, floodplain lands, natural drainage systems, freshwater wetlands, watersheds and water recharge areas shall be reviewed by the Village Conservation Advisory Council. The Council shall file its report with the Village Board as provided in § 142-8B below.

2.4. Amendment to § 142-7.

The term "New docks and floats (per linear foot) \$ 5" in § 142-7 shall be amended to read:

"New bulkheads, docks and floats (per linear foot) \$ 5"

2.5. Creation of §142-8(G).

There shall be a new §142-8(G) created to read as follows:

The term of a permit granted by the Board of Trustees shall not be longer than two years and shall be no longer than the term of any permit issued by another agency.

2.6. Deletion of §142-9(A).

§142-9(A) is deleted and reserved for future use.

2.7. Amendment to §142-9(B).

§142-9(B) is hereby amended to read as follows:

Prior to the issuance of an approved permit the applicant shall provide proof to the Village that the applicant has workmens compensation insurance and Public Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and property damage insurance in the amount of \$500,000 which insurance shall name the Village of Greenport as additional insured while the permit is outstanding and which insurance shall be in effect during the term of the permit. The applicant shall provide proof of the insurance and the renewal of the insurance in the form of a binder. The applicant shall also provide an original policy naming the

Village of Greenport as additional insured if requested by the Village.

2.8. Amendment to §142-9(D)

§142-9(D) is hereby amended to read as follows:

D. In the case of removal, deposition or placement of structures and other operations or uses permitted within the watercourses, coastal wetlands, tidal marshes, floodplain lands, freshwater wetlands, watersheds, water recharge areas or any natural drainage systems, the Village Board shall reserve the right to require a permit or license for that activity, use or operation, including the right to require payments to the Village in an amount and in such manner as the Village Board shall direct.

2.9. Deletion of §142-9(E)

§142-9E is hereby deleted from the Greenport Village Code.

3.0. Severability

In the event that one or more sections of this law shall be deemed to be void or invalid, the remaining sections of this law shall remain in full force and effect.

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS the Village of Greenport has been awarded Community Development Block Grant funds and intends to use those funds for ADA-compliant: improvements of the Fifth Street Beach playground and bathrooms, sidewalks and curbs; and the construction and rehabilitation of specified ADA-compliant structures; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the approval of the use of those funds with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the projects; and it is further

RESOLVED that the Board of Trustees hereby determines that the project is an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval and completion of the project by the Village of Greenport;

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

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

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

critical environmental area and;

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019

June 20, 2019

GREENPORT EXPRESS MINI-RAILROAD AGREEMENT

This AGREEMENT, made this day of 2019 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and the Rotary Club of Greenport, a not for profit corporation with an address of P.O. Box 204, Greenport, New York 11944, (the “Rotary”) as follows:

1. The Village of Greenport is the owner of property located on the west side of Moores Lane in the Village of Greenport, including property that is in the area that is known as Moores Woods.
2. Rotary, working with the Village of Greenport, would like to work to restore a Mini-Railroad that previously operated in the Village of Greenport until its ceasing service several years ago, and which new Mini-Railroad is referred to herein as the “Project”.
3. The Project is planned to consist of approximately 1500 feet of narrow gauge rail through and along Moore’s Woods and a maintenance/bathroom facility located just North of the Skate Park and just East of Moore’s Woods
4. The Rotary, through donations and fund raising activities by its charitable division, Rotary Club of Greenport Charitable Fund, will fund 100% of the cost of the construction of the Project
5. The Village agrees to allow the Project to be constructed on Village-owned land on the west side of Moores Lane, and partially in Moores Woods.
6. The Rotary will prepare construction documents and may assist with obtaining

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any necessary permits for the project..

7. The Village and the Rotary will cooperate and will assist each other with bidding the work required for the Project, contracting and retaining contractors. The Rotary and the Village will contract with the Contractors and the Village will assist the Rotary with the contract management of the construction of the Project.

8. The Village and the Rotary agree that the Village will retain ownership of the land and structures that are owned by the Village prior to the commencement of the Project and which land and structures will be used by or constructed for and then used by the Project, and the Rotary will retain ownership of the Rotary's rail road equipment that is used by the Project.

9. The Village will provide staff for the operation and maintenance of the Mini Railroad Project. The dates and times of the operation of the Project will be mutually agreed upon by the Village and Rotary, but will include at least two special events per year sponsored by the Rotary.

10. Net revenues from ride ticket sales will be shared equally by the Rotary and the Village. (Net Revenues will be defined as the monies remaining after payment by the Village of its operating expenses, including a reasonable, mutually agreed upon reserve to be held by the Village for future repairs or improvements.)

11. The Village agrees to allow acknowledgement of the Rotary's involvement in this project through permanent signage on Village property near or adjacent to the Project site, at an exact location that is mutually agreed upon by both parties.

12. Rotary will be responsible for the costs of the construction, equipment and development of the Project. The Village of Greenport will be responsible for the costs of the

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operation and the future maintenance of the Project.

13. The Village and the Rotary shall both obtain property casualty coverage in an amount of not less than \$250,000, and liability insurance coverage in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 per annum, and both policies shall name the other party as additional insured with the insurance to be effective throughout the duration of the Project.

14. The Village shall indemnify and hold harmless the Rotary against and from liability arising from any act of negligence of the Village. The Rotary shall indemnify and hold harmless the Village against and from liability arising from any act of negligence of the Rotary.

IN WITNESS WHEREOF, the parties 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: _____
Hon. George W. Hubbard, Jr.

ROTARY CLUB OF GREENPORT

By: _____

June 20, 2019

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

On this ____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the 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 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)
) ss:
COUNTY OF)

On this ____ day of _____, 20____, before me, the undersigned, personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

Notary Public

April 8, 2019

AGREEMENT

Agreement made this day of April, 2019 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Safe Harbor Marinas LLC with an office address of 14785 Preston Road, Suite 975, Dallas TX 75254 and Safe Harbor Marinas LLC dba Stirling Marina, 1410 Manhasset Avenue, Greenport, New York 11944 (jointly referred to as "Safe Harbor"), regarding the dredging of the entrance to Stirling Harbor in the Village of Greenport, Town of Southold, Suffolk County, New York (the "Project").

1. The Village of Greenport agrees to allow Safe Harbor to dredge the entrance to Stirling Harbor, located in the Village of Greenport, pursuant to the plans and specifications annexed hereto (the "Plans") and are made part of this Agreement subject to the terms, conditions and stipulations as hereinafter stated.

2. The work contemplated in and provided for in this Agreement shall include the dredging of the entrance to Stirling Harbor (the "Project") in conformance with the conditions and specifications of the Plans.

3. The Project shall be undertaken by Safe Harbor of its own accord, in accordance with this Agreement, and at the full cost and expense of Safe Harbor only, with no compensation or costs or expenses to be paid by the Village for the Project. Safe Harbor shall be responsible for payment of and shall pay all contractors and subcontractors performing work for the Project and any persons or entities supplying Materials or supplies or performing any service for the Project.

4. Safe Harbor shall hold harmless and indemnify the Village for any liens filed on any Village property by a contractor, subcontractor or person or entity supplying materials for the Project. Safe Harbor shall have thirty (30) days from the filing of a lien to pay the lien in full, bond the lien, or have the lien released from Village property whereupon if the lien is still outstanding after thirty (30) days, the Village at the Village's sole option may pay the lien and commence an action against Safe Harbor to recover any amounts paid by the Village and the other costs and expenses, including legal fees of the Village.

5. The Village shall be and is responsible for obtaining all permits that are required from the various agencies with jurisdiction and regulatory responsibility for the Project.

6. The Village may terminate the Agreement after five (5) days written notice to Safe Harbor that Safe Harbor is in breach or default of the Agreement whereupon the Agreement and the Village and Safe Harbor's obligations shall cease except that Safe Harbor shall be liable to the Village and shall indemnify the Village for any losses or costs and expenses incurred by the Village due to Safe Harbor's breach or default.

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7. The Village shall provide Safe Harbor with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. Safe Harbor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Safe Harbor only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Safe Harbor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in completing the Project, providing the services to be provided pursuant to this Agreement, to any agency or department, in any forum or review of the Project or otherwise.

9. Safe Harbor shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance

Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000

Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000

Automobile Liability and General Liability Insurance

each occurrence \$1,000,000 aggregate \$2,000,000

Professional Liability Insurance each occurrence \$ 1,000,000

Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Safe Harbor shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. Safe Harbor Marinas LLC and Safe Harbor LLC dba Stirling Marina shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the actions, negligent acts, errors, failure to act, or omissions of Safe Harbor, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

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11. A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If Safe Harbor is of the opinion that any proposed change represents a material modification to the scope of the Project contemplated to be provided under the terms of this Agreement, Safe Harbor shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Safe Harbor may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by Safe Harbor must be provided within thirty (30) days from the date of receipt by Safe Harbor of the Village's written notification of a proposed change.

C. The Village may request Safe Harbor to perform extra services not covered by the Project as set forth above, and Safe Harbor shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. Safe Harbor shall commence the performance of the Project to be provided under the Agreement within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Safe Harbor shall expeditiously pursue the completion of the Services after that and complete the Project within forty-five (45) days of the issuance of the notice to proceed. The Village shall issue the Notice to Proceed upon receipt of the necessary permits. In the event that performance of the services by Safe Harbor is delayed at any time during the contract period by causes that are beyond the reasonable control of Safe Harbor, and without the fault or negligence of Safe Harbor, the time for the performance of the Project shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Safe Harbor to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Safe Harbor shall discontinue the Project unless otherwise directed and Safe Harbor shall deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Safe Harbor in the performance of the Project under this Agreement, whether completed or in process.

April 8, 2019

14. The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village.

15.A. Safe Harbor shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Project or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Safe Harbor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. Safe Harbor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. The Contract Work and Project are subject to the New York State Labor Law requirements for payment of prevailing wage. Safe Harbor shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Safe Harbor shall pay all employees providing services with respect to the Project Work and provide proof thereof by sworn certified payrolls.

18. No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Safe Harbor, its successors or permitted assigns.

19. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE:

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

April 8, 2019

TO Safe Harbor: Safe Harbor Marinas LLC
14785 Preston Road
Suite 975
Dallas, Texas 75254

Stirling Harbor Marina
1410 Manhasset Avenue
Greenport, New York 11944

20.A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

21. This Agreement and the Plans represent the entire agreement between Village and Safe Harbor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Safe Harbor which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

In Witness Whereof, this Agreement has been executed by the Village and Safe Harbor Marinas LLC and Safe Harbor Marina LLC and Safe Harbor Marinas LLC on behalf of Safe Harbor Marinas LLC dba Stirling Marina effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

SAFE HARBOR MARINAS LLC

BY: _____

Option Agreement

This Option Agreement (“Agreement”) is made as of this 1st of April 2019 (“the Effective Date”) by and among the Village of Greenport, New York (the “Owner”), with its principal address at 236 Third Street, Greenport, NY 11944, and Hawkeye Energy Greenport, LLC (“Optionee”) with its principal address at 336 South Service Road, Melville, NY 11747, in accordance with the following recitals:

A. Owner owns title to that certain property consisting of a tract of land, including all rights of way, easements and any other interest situated to the west of Moores Lane in the Village, as more particularly depicted in Exhibit A-1 which is attached hereto and incorporated by reference (which property, together with any existing improvements, easements, rights of way and any other interest which documents are incorporated by reference herein, is referred to herein as the “Property”).

B. Pursuant to a Facility Site Lease Agreement, dated November 13, 2002, as amended (Exhibit B hereto) and made part hereof, Optionee leased approximately 2.16 acres of land within the Property (hereinafter the 2.16 acres is referred to as the “Facility Site”) to develop and operate an electric generating facility (“Facility”).

C. Optionee desires to obtain the right to lease from Owner additional acreage (as preliminarily depicted on Exhibit A-2, hereinafter “Additional Site”) adjacent to the Facility Site within the Property for the purpose of potentially developing additional electrical energy units (“Additional Unit Development”), and Owner is willing to grant Optionee an option to acquire such interest, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement, the covenants and agreements set forth herein and the payments by Optionee to Owner as set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Owner and Optionee hereby agree as follows:

1. Grant of Option. Owner hereby grants to Optionee the exclusive option (“Option”) to lease the Additional Site, through an amendment to the Facility Site Lease Agreement, in accordance with the terms and conditions of this Agreement. The option period shall be for thirty six (36) months from the date of this Agreement (the “Option Period”). Optionee shall have the right, exercisable at Optionee’s sole discretion, to extend the Option Period for six (6) months, so long as the Optionee provides reasonable evidence to the Owner that Optionee is proceeding with its plans for the development of the Additional Site and the Optionee exercises the right to extend the Option Period at least 30 days before the expiration of the Option Period. A metes and bounds description of the Additional Site shall be developed based on the Survey to be conducted in accordance with Section 9 of this Option Agreement.

2. Option Payment. Optionee shall pay to Owner the amount of five hundred dollars (\$500) per month for each month of the thirty six-month (36-month) Option Period, and if Optionee elects to extend the Option Period as set forth in Section 1 of this Agreement, Optionee shall pay Owner five hundred dollars (\$500) per month for each month of any such extended Option Period.

3. Exercise. Optionee may exercise the Option by giving Owner written notice of such exercise (the "Option Notice"), which written notice may be given at any time after the date of this Agreement and on or before 5:00 p.m. (Eastern Time) on April 1, 2022 (36 months after the date of this Agreement), or if the Option is extended under the terms of Section 1 of this Agreement, prior to 5:00 p.m. (Eastern Time) on October 1, 2022.

Notwithstanding the Optionee's delivery to Owner of the Option Notice, Owner shall not be obligated to lease the Additional Site to Optionee until the applicable requirements of the New York State Environmental Quality Review Act, Article 8 of the N.Y. Environmental Conservation Law, and its implementing regulations, have been satisfied.

4. Lease Terms for Additional Site. In the event that the Optionee exercise this Option, the Facility Site Lease Agreement shall be amended by amendment or rider ("Lease Amendment") to incorporate the Additional Site which amendment or rider shall incorporate and apply the following additional terms:

- a. Lease Term. The Facility Site Lease Agreement amendment will have an initial term ending July 1, 2028 with three optional term extensions of five (5) years each.
- b. Rent. Rent payments under the Facility Site Lease Agreement are based on the capacity (in megawatts) of the electric units on the Facility Site. The Facility Site Lease Agreement amendment will preserve that structure for the increase in rental payments attributed to the Additional Site, with the rent increased to account for the additional capacity of the Additional Unit Development. The parties agree that references to plant in the lease shall be amended to include battery capacity or other electric production technology.
- c. Taxes: Taxes on the total leased property, comprised of the Facility Site and the Additional Site, would be based on the assessed value of the existing Facility and the Additional Unit Development.
- d. Equipment Storage Structure. Upon exercise of Option, Owner shall take on all things necessary to provide Optionee clearance to demolish structure within 60 days of Option Notice. At no cost to Owner, Optionee will demolish the existing equipment storage structure presently within the Additional Site and upon completion of demolition, Optionee will pay Owner eighty thousand dollars (\$80,000)
- e. Environmental Conditions. Owner would indemnify Optionee with respect to any conditions that exist on the Additional Site, and on or in the equipment storage structure, on or before the date the Facility Site Lease Agreement amendment is executed.

- f. Fees and Expenses. Optionee shall be and hereby is responsible for any costs or expenses of the transaction contemplated hereunder, including but not limited to filing or recording fees and expenses, survey and other costs and expenses.

5. Termination. Optionee may terminate this Option Agreement at any time upon seven (7) days written notice to Owner. In the event that this Agreement is terminated, except as set forth in Section 10, Owner shall retain any portion of the Option Payment made prior to the date of Optionee's notice of termination, but Optionee shall not be obligated to pay any further installments of the Option Payment. With respect to Section 4.(e) above and Section 11. below, Owner will complete due diligence regarding environmental conditions during the option period and Owner shall have the right to terminate the option on thirty (30) days written notice to the Optionee, not less than ninety (90) days from the date of this Option in the event that environmental conditions for which Owner shall have to indemnify Optionee whereupon Optionee may notify the Owner that the Optionee is willing to accept the Additional Property in its existing condition with no warranty or indemnification.

6. Title. Optionee shall obtain and provide Owner with a copy of a title report of the title of the Additional Property within twenty (20) days after the exercise of the Option by the Optionee. The Lease Amendment shall convey to Optionee a good and insurable leasehold interest in and to the Additional Site, free of all liens, easements, encumbrances and other charges, except Permitted Exceptions. If Owner is unable to convey a leasehold to the Additional Site in accordance with the terms of this Agreement, Owner shall use reasonable efforts to remove any defects in title or to lease the Property in accordance with this Agreement. Following the execution of this Agreement, Optionee shall review the Title and promptly inform Owner of any defects, if any. If at the expiration of the Option Period prior to executing the Lease Agreement, Owner shall have failed so to remove any defects in title so as to convey a leasehold interest in the Additional Site in accordance with the terms of this Agreement, then Optionee shall have the option either (i) to accept the Lease Agreement as provided by Owner or (ii) to terminate this Agreement, and Owner or Owner's designee shall thereupon repay to Optionee all amounts previously paid by Optionee hereunder. Optionee's rights under the preceding sentence to recover Option Payment installments shall survive termination of this Agreement hereunder. The failure of Optionee to indicate any objections to such title report shall not relieve Owner of its obligations herein to deliver a good leasehold interest as provided herein above.

7. Representations and Warranties. As of the date of this Option Agreement and the Closing Date, Owner represents, warrants and covenants to Optionee, subject to the terms and conditions of this Option Agreement, that: (a) no other signatures or approvals are required to make this Agreement fully enforceable by Optionee with respect to the Owner or the Additional Site; (b) the Owner has and will lease to Optionee good and insurable leasehold interest to the Additional Site, free of all liens, easements, encumbrances and other charges except Permitted Exceptions; (c) there is no pending or threatened condemnation, lien, litigation, administrative hearing or similar proceeding or action with respect to the Additional Site; (d) there are no outstanding or severed mineral interests relating to the Additional Site; (e) no other agreements, either written or oral, recorded or unrecorded, have been entered into by the Owner to convey, lease or use the Additional Site, except the Permitted Exceptions.

8. Inspections. From and after the date hereof, Optionee and its representatives shall have the right, upon reasonable twenty-four (24) hours' notice, at Optionee's sole cost and expense, to enter onto the Additional Site at reasonable times for the purpose of making such tests, inspections and surveys as Optionee deems necessary in connection with the lease of the Additional Site. Optionee will repair any damages it causes on the Additional Site or any other Village of Greenport property or equipment. In order to restore the Additional Site to its condition prior to such tests, inspection and surveys to the fullest extent practicable and shall be responsible to Owner for any physical damage resulting from such tests, inspections and surveys except to the extent repaired or corrected by Optionee. In addition, upon Optionee's request Owner will furnish to Optionee copies of any environmental reports, title documents, surveys, leases and licenses and approvals relating to the Additional Site that are in the possession of or available to Owner.

9. Survey. Optionee shall, at Optionee's cost and expense, cause an exact boundary survey of the Additional Site (the "Survey") to be prepared by a reputable licensed registered local surveyor acceptable to Optionee. After the Survey is completed, and accepted by the Village, the description of the Additional Site leased by Owner to Optionee shall be amended to conform to the legal description based on the Survey, and thereafter, the new legal description shall be the legal description of the Additional Site for all purposes relating to this Agreement. Any increase in the acreage shall not affect the Option Price or the Purchase Price.

10. Consent and Cooperation. Owner acknowledges that Optionee is entering this Agreement in order to investigate and potentially pursue the development of an electric facility(ies) on the Additional Site. During and after the term of the option, Owner agrees to cooperate with any reasonable request by Optionee for information or access in support of Optionee's investigation and pursuit of necessary approvals for Optionee's intended use of the Additional Site. Owner, as registered landowner, may be required, and agrees, to execute any documents in support of Optionee's efforts to pursue and seek approvals for the development of the Additional Site. However, all costs and fees associated with such efforts shall be paid by Optionee.

Owner's failure to comply with any provision of this Section 10 shall be a breach of this Agreement, and shall entitle Optionee to terminate this Agreement immediately. If Optionee terminates this Agreement pursuant to this Section 10, Owner shall return to Optionee any installments of the Option Payment that Optionee has paid. The remedies set forth in this Section 10 shall not diminish or limit the remedies otherwise available to Optionee at law or equity. Optionee's rights under this Section 10 to recover Option Payment installments shall survive termination of this Agreement hereunder.

11. Environmental Matters. As of the date of this Agreement, Owner represents and warrants that to the best of Owner's knowledge: (a) Owner does not use, treat, store or dispose of, no one else has used, treated, stored or disposed of, whether temporarily or permanently, any Hazardous Substance, as defined below, at, on or beneath the Additional Site or the improvements thereon; (b) no person (including, but not limited to, governmental agencies) has asserted any claim against Owner or the Additional Site, and no action or proceeding is pending

or threatened, and Owner has not received oral or written notice, nor has any other person received notice, of any pending or unresolved demand, notification, citation, claim, complaint or request for information, and no notice or complaint has been served, filed, or received relating to the Additional Site and arising under or pursuant to Environmental Law as defined below, or otherwise arising from the presence, storage, use, generation, movement, or disposal of Hazardous Substances, as defined below on, under, from, to or about the Additional Site. Owner further represents and warrants that and there has not occurred any release, discharge, disposal or transportation of Hazardous Substances on, under or from the Additional Site, nor does there exist any condition, that would give rise to liability under any Environmental Law or which requires reporting, investigation, remediation or other response action.

As of the date of this Agreement, Owner further represents and warrants: (i) there are no environmental liens on the Additional Site and no governmental actions have been taken or are in process or pending which would subject the Additional Site to such lien; and (ii) no consent, approval or authorization of, or registration of filing with any person, including any governmental environmental authority or regulatory agency is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

For the purposes of this Agreement, the term "Environmental Law" shall mean any applicable federal, state, or local law, rule, regulation, resolution, ordinance, directive, order, or common law regarding land, water, air, health, safety or environment, as well as anti-pollution, mining, waste control and disposal, and environmental cleanup requirements, including the Resource Conservation and Recovery Act, the Comprehensive Environmental, Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (Clean Water Act), the Clean Air Act, the National Environmental Policy Act, Article 12 of the New York State Navigation Law, and any permits, orders, or authorizations issued in connection therewith.

For the purposes of this Agreement, "Hazardous Substances" means all hazardous substances, wastes, extremely hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, special wastes, toxic substances, pollutants, contaminants, petroleum or petroleum derived substances or wastes, and related materials, including without limitation any such materials defined, listed, regulated or identified under or described in any Environmental Laws, the presence of which may give rise to liability under any Environmental Laws.

12. Miscellaneous.

a. Successors and Assigns. This Option Agreement shall be binding upon and inure to the benefit of Optionee and Owner and their successors and permitted assigns. Optionee may, without Owner's prior consent, assign this Agreement to any entity (i) into which Optionee is merged or consolidated, or to an entity to which substantially all of Optionee's assets are transferred, or (ii) controlling Optionee, controlled by Optionee or under common control with Optionee. Owner shall not assign

this Agreement without the prior consent of Optionee, which consent may be withheld in Optionee's sole discretion.

b. Governing Law. This Agreement shall be governed by the laws of the State of New York. In addition to any remedies provided in this Agreement, either party may pursue all remedies available at law or in equity upon default by the other party under this Agreement. Suffolk County Supreme Court shall be the venue of any litigation relating to this Agreement.

c. Notices. Notices and other communications required or permitted pursuant to the terms of this Agreement shall be in writing and shall be served by personal delivery (including without limitation courier or Federal Express or other overnight messenger service) or by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

Owner: Village of Greenport, New York
236 Third Street
Greenport, NY 11944
Attn: Village Clerk

With a copy to Village Administrator

Optionee: Hawkeye Energy Greenport, LLC
336 South Service Road
Melville, NY 11747
Attn: John Reynolds

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

OWNER

VILLAGE OF GREENPORT

By: _____
Name:
Title:

OPTIONEE

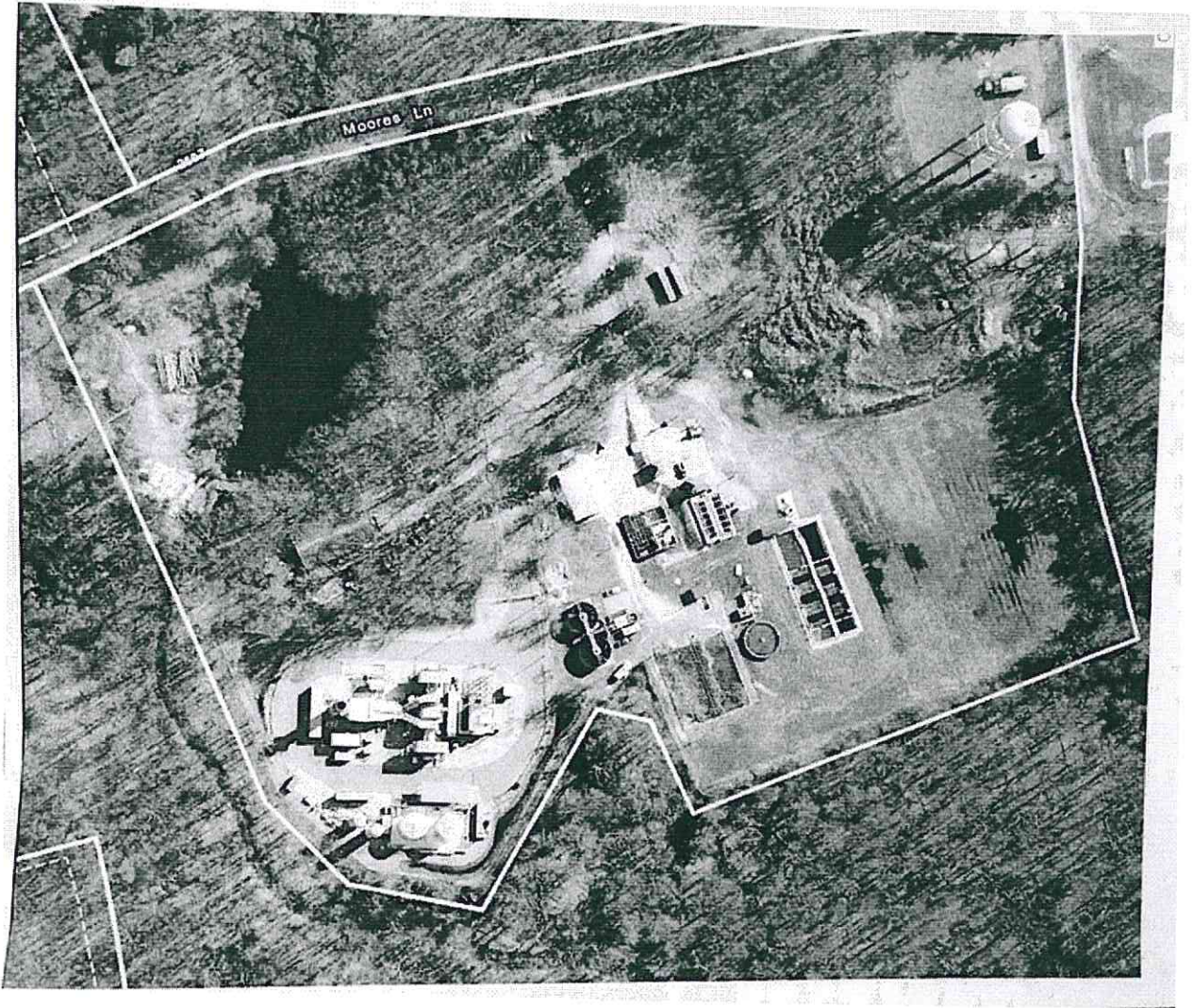
HAWKEYE ENERGY GREENPORT, LLC

By: _____
Name:
Title:

EXHIBIT A-1

[EXISTING SITE BOUNDARY TO BE ADDED]

EXHIBIT A-2



- Approximate Additional Site boundary shown in orange.

EXHIBIT B

[EXISTING LEASE TO BE ADDED]

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING NEW YORK STATE
DEPARTMENT OF STATE APPLICATION FOR NEW YORK STATE
DEPARTMENT OF TRANSPORTATION GRANT

WHEREAS the Village of Greenport is making an application for a New York State Department of Transportation grant for reconstruction of the North Ferry Terminal in the Village of Greenport; and

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

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the grant application; and it is further

RESOLVED that the Board of Trustees hereby determines that the grant application is an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the grant application by the Village of Greenport;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2020 Period: 6 Trans Type: B2 - Amend Status: Batch
Trans No: 4105 Trans Date: 06/04/2019 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 06/04/2019
Description: TO APPROPRIATE RESERVES FOR THE CAPITAL PURCHASE OF A REPLACEMENT PUMP FOR THE NURSING HOME PUMP STATION
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	5,000.00
G.8130.200	PUMP STATION EQUIPMENT..	5,000.00
Total Amount:		10,000.00

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING BOND RESOLUTION FOR
DEPARTMENT OF STATE APPLICATION FOR NEW YORK STATE
DEPARTMENT OF TRANSPORTATION GRANT

WHEREAS the Village of Greenport is considering the adoption of a bond resolution to finance the matching grant portion of the reconstruction of the North Ferry Terminal in the Village of Greenport; and

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

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the adoption of the bond resolution; and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the bond resolution is an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the adoption of the bond resolution by the Village of Greenport;

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

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

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

critical environmental area and;

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019

VIA EMAIL: robertbrandt@greenportvillage.org

June 20, 2019

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
Of Counsel
Direct line +1 212 318 3383
randolph.mayer@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Village of Greenport, Suffolk County, New York
Design and construction of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency
\$3,200,000 Bonds
Our File: 10604816

Dear Robert:

Attached for your review and comment are the following:

- (a) Revised draft bond resolution to pay the cost of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency. 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.

If the foregoing are in acceptable form, 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.

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Mr. Robert Brandt
June 20, 2019
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 NORTON ROSE FULBRIGHT

- (c) Original printer's affidavit of publication of the notice of adoption from the newspaper or newspapers in which the notice was published.

Mr. Robert Brandt
June 20, 2019
Page 3

 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 June 27, 2019, 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 JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, 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 design and construction of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency, 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 \$3,200,000 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 \$3,200,000, and the plan for the financing thereof is by the issuance of \$3,200,000 bonds of said Village authorized to be issued pursuant to this bond resolution, provided, however, that the amount of bonds to be issued shall be reduced by the amount of any Federal or State grants received in aid of the foregoing class of objects or purposes..

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 the items in said class can be assigned a period of probable usefulness of at least ten years under one or more of subdivisions 3, 20, 24, and 72, provided, however, that the maximum maturity of any bonds issued to improve any portion of the leasehold interest of the Village held under a lease from the Metropolitan Transit Authority shall not exceed the term of that leasehold interest, taking into account any then-existing extensions or renewals thereof.

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 June 27, 2019, 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

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 ____, 2019.

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 June 27, 2019, 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 JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, 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.

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
 _____, 2019

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 _____, 2019, I caused to be posted a summary Notice of Adoption of a bond resolution adopted June 27, 2019, 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 June 27, 2019, 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 JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, 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.

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
_____, 2019

Village Clerk

Sworn to before me on
_____, 2019.

Notary Public

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Board of Trustees of the Village of Greenport, Suffolk County, New York, on June 27, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Village is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution. Such resolution was subject to a permissive referendum and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Village of Greenport, Suffolk County, New York (the "Village"), 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 JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, 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.

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
 _____, 2019

Village Clerk

CONTRACT

AGREEMENT, made this day of 2019 by and between the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944, (the "Village") and Christina Sun of BuoyantSea Swim, with an address of 615 East Gillette Drive, East Marion, NY, 11939 (the "Contractor") as follows:

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as agreed and in accordance with the attached daily schedule, with the term of the contract to be from July 8, 2019 through September 2, 2019.
2. The consideration for this project is determined to be \$ 30 per hour, and reimbursement of supplies as deemed necessary and reasonable by the Village of Greenport, to be paid by the Village to Contractor in consideration of the Contractor satisfactorily performing this Contract, to be paid to Contractor upon Contractor's satisfactory completion of work and submission of required documentation.
3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.
4. The Contractor hereby guarantees all Contract Work including but not limited to all labor and materials, for a period of one year from the date of final payment.
5. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.
6. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.
7. The Contractor shall procure and maintain all required certifications and licenses necessary to perform the contracted work.
8. The Contractor shall procure and maintain insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:
 - a. Workman's Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract whether

performed by the Contractor or by the Contractor's Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance: Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

Bodily injury each occurrence: \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence: \$ 1,000,000 Aggregate \$ 1,000,000
General Liability Insurance each occurrence: \$1,000,000 Aggregate \$2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor's work, materials and equipment at all times from the start to the completion of the Work. The Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

9. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor's employees.

10. The Contract and Proposal constitute the entire agreement between the Village of Greenport and the Contractor and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

CONTRACTOR

BY _____
Hon. George W. Hubbard, Jr., Mayor

BY _____

(SEAL)

TITLE _____
(CORPORATE SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

)ss:

COUNTY OF _____)

On this ____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF PARTNERSHIP

STATE OF _____)

)ss:

COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be one of the members of the Firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deep of said Firm.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20 __, before me personally appeared _____ to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

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

(SEAL)

Notary Public

June 13, 2019

LICENSE

FOR THE TEMPORARY USE OF A PORTION OF MITCHELL PARK

BY THE ROTARY CLUB OF GREENPORT FOR FIELD OF HONOR

THIS LICENSE, dated the day of 2019 from the VILLAGE OF GREENPORT, a New York State municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter referred to as “Licensor” or the “Village”) to the ROTARY CLUB OF GREENPORT, a New York State not-for-profit membership organization with a mailing address of P. O. Box 204, Greenport, New York 11944 (hereinafter referred to as the “Licensee” or the “Rotary”) as follows:

WITNESSETH

WHEREAS, the Rotary desires to obtain from the Village a License for the temporary use of a designated portion of Mitchell Park, Greenport, New York (the “Park”), for use by the Rotary for the temporary occasional installation of flags in a Field of Honor; and

WHEREAS the Village is desirous of licensing a designated area of the Park to the Rotary for use by the Rotary for the temporary placement of flags for a Field of Honor celebration subject to the terms and conditions contained herein;

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

1. **Grant and Acceptance**; Licensor hereby grants to the Licensee and the Licensee hereby accepts from Licensor a license to use a portion of Mitchell Park to be designated by the Village for the uses contemplated herein.
2. **Term**; The term of the License granted herein shall commence on June 14, 2019 and shall continue on a monthly basis thereafter. The License shall renew on a monthly basis until such time as either party provides the other party with thirty days written notice that the License shall not renew, whereupon at the end of the thirty day notice or the end of the following month, whichever is later, the Term of the license shall end.
3. **Flag Installation**; Flags will be installed by the Rotary Club of Greenport in an area of Mitchell Park to be designated by the Village. Flags will be installed not more than two

days before the event, and shall be dismantled by the Rotary Club of Greenport not later than two days after the event. The applicable holidays for which flags may be installed are: Flag Day, 4th of July, Labor Day, Veterans' Day and Memorial Day.

4. License Fee; There shall be no license fee payable by the Licensee to the Owner. however the parties acknowledge the good and sufficient consideration provided herein.

5. Insurance; The Rotary shall obtain the following insurance coverage which is required under this License and name the Village as additional insured:

A. Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one hundred thousand dollars (\$100,000) per occurrence and two hundred thousand dollars (\$200,000) in an annual aggregate.

B. The Licensor shall be named as an additional insured in all such policies.

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

6. The Rotary shall indemnify and hold harmless the Village and its officials and employees for any negligence of the Rotary during the term of this License.

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

8. No Agency Created – Nothing herein contained shall create or be construed as creating a joint venture or any other agency between Licensor and Licensee, or to constitute the Licensee as agent of Licensor, nor the Licensor as agent of Licensee. The relationship of the Licensee to Licensor is that of an independent private business.

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

10. Modification – This License may be modified or cancelled by agreement in writing executed by the parties hereto upon such terms and conditions as may be mutually agreed

upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

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

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

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

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

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

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

ROTARY CLUB OF GREENPORT

By: _____

VILLAGE OF GREENPORT

By: _____

State of New York,
County of Suffolk ss:

On the day of in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

State of New York,
County of Suffolk ss:

On the day of in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C, No., Ext): 1-833-3ROTARY FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: rotary@ajg.com
INSURED	INSURER(S) AFFORDING COVERAGE
All Active US Rotary Clubs & Districts ROTARY CLUB OF GREENPORT, N.Y. ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A : Lexington Insurance Company NAIC # 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		015375594	7/1/2019	7/1/2020	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input checked="" type="checkbox"/> Liquor Liability Included						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$2,000,000
	OTHER:						GENERAL AGGREGATE	\$4,000,000
	PRODUCTS - COMP/OP AGG							\$4,000,000
								\$
A	AUTOMOBILE LIABILITY			015375594	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE	\$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

VILLAGE OF GREENPORT 236 THIRD STREET GREENPORT, N.Y. 11944 ROTARY CLUB OF GREENPORT, N.Y. FIELD OF HONOR FLAG PROJECT DAYS SURROUNDING MEMORIAL DAY, FLAG DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

June 13, 2019

LICENSE

FOR VILLAGE USE OF THE PARKING LOT

LOCATED AT 230 MAIN STREET, GREENPORT, NEW YORK

THIS LICENSE, dated the day of 2019 from HARD CORNER PARTNERS LLC, of PO Box 1295, Cutchogue, New York 11935 (hereinafter referred to as “Licensor”) to the VILLAGE OF GREENPORT, a New York State Municipal Corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter referred to as the “Licensee” or the “Village”) as follows:

WITNESSETH

WHEREAS, the Licensee desires to obtain from Licensor a License for the use of the parking lot located at 230 Main Street, Greenport, New York (the “Lot”), for use by the Village and the general public for the parking of motor vehicles; and

WHEREAS the Licensor is desirous using the Lot for use by the Village and the general public for the parking of motor vehicles subject to the terms and conditions contained herein; and

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

1. **Grant and Acceptance**; Licensor hereby grants to the Village and the Village hereby accepts from Licensor a License to use the Lot for the parking of motor vehicles by the Village and the general public.

2. **Term**; The term of the License granted herein shall commence on July 1, 2019 or such earlier date as the Licensor shall become the owner of the Lot and shall continue on a monthly basis thereafter. The License shall renew on a monthly basis until such time as either party provides the other party with thirty days written notice that the License shall not renew, whereupon at the end of the thirty day notice or the end of the following month, whichever is later, the Term of the license shall end.

3. **License Fee**; There shall be no license fee payable by the Village to the Owner. However, the parties acknowledge the good and sufficient consideration provided herein.

4. Utilities; In the event that the Licensor places the lighting for the parking lot only on a separate meter and billing, then the Village shall be responsible for the cost of the electricity for the lighting during the term of this License.

5. Insurance; The Village shall obtain the following insurance coverage, which is required under this License, or name the Licensor as additional insured on the Village's current insurance policy, provided the current policy is at least in the following amounts;

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

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

C. The Licensor shall be an additional named insured in all such policies.

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

6. Maintenance and Plowing; The Village shall provide snowplowing and normal maintenance for the Lot during the Term of the License.

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

8. No Agency Created; Nothing herein contained shall create or be construed as creating a joint venture or any other agency between Licensor and Licensee, or to constitute the Licensee as agent of Licensor, nor the Licensor as agent of Licensee. The relationship of the Licensee to Licensor is that of an independent private business.

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

10. Modification; This License may be modified or cancelled by agreement in writing

executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

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

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

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

14. Governing Law: This Sublicense shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.

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

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

HARD CORNER PARTNERS, LLC

By: _____

VILLAGE OF GREENPORT

By: _____

State of New York,
County of Suffolk

ss:

On the day of in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

State of New York,
County of Suffolk

ss:

On the day of in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.