



236 Third Street  
Greenport NY  
11944

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**MAYOR**

GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**

PAUL J. PALLAS, P.E.  
EXT. 219

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

August 27, 2015 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street Firehouse

Greenport, NY 11944

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- o Judythe Ann Ghosio
- o Joy Lupoletti
- o Dorothy E. Sedat
- o Arthur Swan

**ANNOUNCEMENTS**

- o Village Hall will be closed on September 7<sup>th</sup> in observance of Labor Day.
- o The annual East End Seaport Museum Maritime Festival will be held on September 26<sup>th</sup> and 27<sup>th</sup>.
- o The October meetings of the Audit and Code Committees will be held on October 5, 2015.

**LIQUOR LICENSE APPLICATION(S)**

- o Carolyn Rusin as applicant for 314-316 Main Street

**PRESENTATION**

- o Tony Hill of Penflex, with Dave Rogers of RBC regarding the Fire Department Length of Service Awards Program

**PUBLIC HEARINGS**

- o Turret and Leighton Wetlands Permit Application - 746 Main Street
- o Costello Marine Wetlands Permit Application - 210 Carpenter Street

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 08-2015-1**

RESOLUTION adopting the August 2015 agenda as printed.

**RESOLUTION # 08-2015-2**

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

**RESOLUTION # 08-2015-3**

RESOLUTION ratifying the following resolutions previously approved by the Board of Trustees at the Trustees' work session meeting held on August 20, 2015:

RESOLUTION authorizing Village Administrator Paul J. Pallas to solicit bids for a used payload vehicle for the Road Department, and directing Clerk Pirillo to notice the bid request accordingly.

RESOLUTION authorizing Village Administrator Paul J. Pallas to solicit bids for a used 4-wheel drive, 11/2 ton, pick-up truck for the Sewer Department, and directing Clerk Pirillo to notice the bid request accordingly.

RESOLUTION directing Village Administrator Paul J. Pallas to write a responding letter to the New York State Liquor Authority regarding Codes and covenants for the liquor license application dated August 7, 2015, submitted by applicant Carolyn Rusin or corporation to be formed, for the property at 314-316 Main Street, Greenport, NY, 11944.

RESOLUTION authorizing the Village of Greenport Board of Trustees to draft comments regarding the Coordinated Review for the property at 300-308 Main Street, and directing that the comments be provided to the statutory Boards of the Village of Greenport.

RESOLUTION approving the attached Option Agreement dated August 12, 2015 between the Village of Greenport and Global Common, LLC for the lease of a specified parcel of property owned by the Village of Greenport, for the purpose of developing a peaking electric power plant, and authorizing Mayor George W. Hubbard, Jr. to sign and execute the attached Option Agreement between the Village of Greenport and Global Common, LLC. As stated in the Option Agreement this Option Agreement and the proposed Lease are subject to the completion of a proper SEQRA review.



**VILLAGE ADMINISTRATOR****RESOLUTION # 08-2015-4**

RESOLUTION approving the proposal dated July 30, 2015 in the amount of \$6,808.50 as submitted by J.R. Holzmacher, P.E., LLC, for engineering services required to complete the Stirling Creek Retrofit Plan, assist Village staff in preparation of responses to the NYSDEC MS4 Audit, and assist in finalization of the Stormwater Management Plan, as required by the New York State Department of Environmental Conservation.

**RESOLUTION # 08-2015-5**

RESOLUTION authorizing Village Administrator Paul Pallas to attend the NYAPP Annual Fall meeting on September 23rd and 24th, 2015 in Albany, New York, at a conference fee of \$ 225.00 and a room rate of \$ 149.00 per night, plus all applicable travel costs, to be expensed from account number E.0781.100 (Executive Department).

**RESOLUTION # 08-2015-6**

RESOLUTION amending Resolution # 01-2015-5 as attached, to amend the hourly wage rate of Adam Hubbard to be \$ 28.00 after July 27, 2015.

**VILLAGE TREASURER****RESOLUTION # 08-2015-7**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2247, to amend the Dances in the Park budget lines, and directing that Budget Amendment # 2247 be included as part of the formal meeting minutes for the August 27, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 08-2015-8**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2250, to fund final expenses for the Tall Ships 2015 event, and directing that Budget Amendment # 2250 be included as part of the formal meeting minutes for the August 27, 2015 regular meeting of the Board of Trustees.

**VILLAGE CLERK****RESOLUTION # 08-2015-9**

RESOLUTION approving the use of cleaning services for Village Hall at 236 Third Street, as provided by Lila's Cleaning Service, directing Attorney Prokop to create a contract between the Village of Greenport and Lila's Cleaning for said cleaning services, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Lila's Cleaning Services.

**RESOLUTION # 08-2015-10**

RESOLUTION authorizing the Village of Greenport to provide one gratis Carousel ride to each Halloween Parade participant from 9:00 a.m. through 9:45 a.m. on October 31, 2015.

**RESOLUTION # 08-2015-11**

RESOLUTION approving the closing of Front Street from the Carousel to First Street, and First Street to the Floyd Memorial Library, from 9:30 a.m. through 11 a.m. on October 31, 2015 for the Village-sponsored Halloween Parade.

**RESOLUTION # 08-2015-12**

RESOLUTION rescinding Resolution # 6-2015-29, as attached, on the recommendation of the Village of Greenport Carousel Committee, rejecting all responses as received to the Request for Proposals for the Carousel Rounding Boards, per the RFP opening on April 13, 2015, and directing Clerk Pirillo to notice a Request for Proposals for the Carousel Rounding Boards with new details and specifications to be provided by the Village of Greenport Carousel Committee.

**RESOLUTION # 08-2015-13**

RESOLUTION approving the Public Assembly Permit Application submitted by Chris Hamilton for use of the Sixth Street Park from 8 a.m. through 8 p.m. on September 19, 2015 - with a rain date of September 20, 2015 - for the annual Jeremy Hamilton Scholarship fundraiser.

**RESOLUTION # 08-2015-14**

RESOLUTION confirming the termination date of employment of Sarah Totten with the Village of Greenport to be July 24, 2015.

**RESOLUTION # 08-2015-15**

RESOLUTION approving the request of St. Agnes Church to close Sixth Street to vehicular traffic between Front and Wiggins Streets, from noon through 4 p.m. on August 29, 2015 for the Annual Family Picnic/Barbecue.

**RESOLUTION # 08-2015-16**

RESOLUTION amending Resolution # 05-2015-41, to extend the date of the Greenport Farmers Market through October 10, 2015 and excluding operation of the Greenport Farmer's Market on September 26, 2015.



**VILLAGE ATTORNEY****RESOLUTION # 08-2015-17**

RESOLUTION rejecting the lease termination notice received from Metro PCS, and authorizing Village Attorney Prokop to draft a corresponding letter advising Metro PCS of the rejection of proposed lease termination and to take action necessary to continue the lease and/or protect the interests of the Village.

**RESOLUTION # 08-2015-18**

RESOLUTION adopting the attached SEQRA resolution whereby the Board of Trustees adopts lead agency status for purposes of SEQRA, determines that the approval of an agreement with the North Ferry Company regarding the use of the west face of the West Pier of Mitchell Park Marina for mooring vessels is an unlisted action for purposes of SEQRA, and that the agreement will not have a significant negative impact on any aspect of the environment, and that therefore a negative declaration is adopted for purposes of SEQRA.

**RESOLUTION # 08-2015-19**

RESOLUTION approving a long-term agreement with the North Ferry Company regarding the mooring of vessels along the western face of the western pier of Mitchell Park Marina, with four, five-year terms and a ninety-day cancellation provision.

**BOARD OF TRUSTEES****RESOLUTION # 08-2015-20**

RESOLUTION requesting that the Village of Greenport Code Committee provide a draft of revisions to the Bed and Breakfast regulations incorporating the recommendations as suggested by the Village of Greenport Planning Board, with the draft submitted to the Village of Greenport Board of Trustees by September 17, 2015.

**RESOLUTION # 08-2015-21**

RESOLUTION approving the request of the East End Seaport Museum to use the Village of Greenport Fifth Street Park on September 25, 2015 from 6:00 p.m. through 9:30 p.m. for the annual Land and Sea Gala celebration of the Maritime Festival, and further allowing the East End Seaport Museum to erect a temporary tent, 40' x 80' in size, for the event.

**RESOLUTION # 08-2015-22**

RESOLUTION authorizing the Village of Greenport Board of Trustees to review the current existing agreement between the Village of Greenport and the East End Seaport Museum.

**RESOLUTION # 08-2015-23**

RESOLUTION approving the use of a portion of Mitchell Park for an a cappella student "Sing-Off" from 2:00 p.m. through 5:00 pm on May 7, 2016 with a rain date of May 8, 2016. There will be no charge for attendance at this concert.

**VOUCHER SUMMARY****RESOLUTION # 08-2015-24**

RESOLUTION approving all checks per the Voucher Summary Report dated August 20, 2015, in the total amount of \$ 1,229,243.37 consisting of:

- o All regular checks in the amount of \$ 644,618.70, and
- o All prepaid checks (including wire transfers) in the amount of \$ 584,624.67.



**OPTION AGREEMENT FOR LEASE OF  
VILLAGE OF GREENPORT PROPERTY FOR  
SITE OF DEVELOPMENT OF ELECTRIC POWER PEAKING PLANT**

OPTION AGREEMENT (“Option” or “Agreement”), dated as of \_\_\_\_\_, 2015 (“Effective Date”), by and between Global Common LLC, a Delaware limited liability company (“Global”), with an address of 20 Cedar Place, Garden City, NY 11530, and the Village of Greenport, County of Suffolk, State of New York (“Village”), a New York State Municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (jointly the “Parties”) as follows:

WITNESSETH:

WHEREAS a Global related entity previously developed a 54 MW peaking electric power plant on Moore’s Lane in Greenport, and Global believes it may be feasible to develop and finance a peaking electric power plant in order to help meet PSEG-LI’s (“PSEG”) need for peaking power on the East End of Long Island and respond to the PSEG-LI’s “Request for Proposals, South Fork Resources (“RFP” or “2015 SF RFP”)” for that purpose, and also to possibly provide power for the Village of Greenport municipal electric utility during periods of peak consumption of electric power and or electric power outages as the parties may agree; and

WHEREAS, the Village owns fee title to a certain parcel of property on Moore’s Lane in the Village of Greenport (“Site “), which is a portion of a larger parcel of property that was formerly the location of the Town of Southold Scavenger Waste Facility, and which Site is more fully visually described in detail in the Google Earth “Site of Proposed Peaking Plant” and the description that are attached as Schedule A hereto; and

WHEREAS the Village desires to enter an Option Agreement with Global whereby Global for good and valuable consideration will be granted the option to enter a lease for the long term possession and use of the Site for the development of an electric power peaking plant; and

WHEREAS, Global desires to enter an Option Agreement with the Village of Greenport whereby Global for good and valuable consideration will be provided the option by the Village to enter a lease for the long term possession and use of the Site for the purposes set forth in the Option Agreement, and which Option will also grant Global other appurtenant rights, for the purposes described herein; and

WHEREAS, Global needs to secure an option to lease a site for a new peaking power plant facility, as that which is provided in this Option, in order to demonstrate site control to PSEG LI for purposes of responding to a request for proposals to provide energy to the East End of Long Island that has been issued by PSE & G, (2015 SF RFP) and to secure the requirements of financing and developing this Project, and the necessary utility supply agreements; and

WHEREAS the Village and Global have independently reviewed this Option Agreement and acknowledge that this Option Agreement reflects the understanding of the Village and Global of the terms and conditions to be contained in the eventual Lease of the Site and the Village and Global are therefore desirous of entering this Option Agreement for that purpose;

ACCORDINGLY, in consideration of the promises and the mutual covenants set forth herein, and subject to the terms and conditions hereof, it is agreed between the Parties as follows:

**Article 1. Definitions and Rules of Interpretation.**

1.0 Definitions.

“Affiliate” when used with reference to a specified Person or entity, Affiliate means (i) any Person or entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, and (ii) any Person that is an officer or director of, general partner in or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, director, general partner or trustee, or with respect to which the specified Person serves in a similar capacity. As used in this definition of “Affiliate”, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. With respect to Global the term “Affiliate” shall include (without limitation) Global and its Affiliates and designees.

“Agreement” means this Option Agreement.

“Applicable Laws” means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, Permits, licenses, authorizations, directives and requirements of all Governmental Authorities, including, without limitation, all Environmental Laws, applicable to the Facility and/or the exercise of the rights and interests granted Global herein with respect to the Site.

“Commercial Operation Date” means the Day on which (i) the Initial Start-Up Testing of the Facility has been successfully completed to the reasonable satisfaction of PSEG-LI, and PSEG-LI has received written notice thereof from Global, (ii) Global has received all approvals, to the extent any are required, from NYISO, the New York State Public Service Commission (“PSC”) and/or FERC in order to sell capacity into or through the NYPP market, and (iii) Global has obtained all required permits and authorizations for operation of the Facility.

“Day” means a period of twenty-four (24) consecutive hours, beginning at 12:01 a.m. local time.

“Effective Date” means the date that this Option Agreement is fully executed by the Village and Global.

“Energy Customer” means any Person other than the Village with whom Global enters into an agreement for the purchase by such Person of any energy or other electrical product produced by the Facility.

“Energy Sales Agreement” means an agreement between Global and any Energy Customer.



“Environmental Condition” means the presence of a Hazardous Substance, or the violation of or non-compliance with an Environmental Law that requires Remedial Action.

“Environmental Laws” means all applicable federal, state and municipal laws, statutes, rules, regulations, ordinances, orders, decrees and formal and written interpretations having the force of law, existing now or in the future, relating to the environment, health and safety matters or conditions, pollution or protection of the environment, including, without limitation, laws relating to

(i) any Hazardous Substance which is or is deemed to be, alone or in any combination, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination,

(ii) on-site or off-site contamination,

(iii) chemical substances or products,

(iv) releases of pollutants,

(v) contaminants, chemicals or other industrial, toxic or radioactive substances or other Hazardous Substances into the environment, including into the air,

(vi) the manufacture, processing, distribution, use, treatment, storage, transport or handling of such Hazardous Substances; and noise pollution.

“Environmental Liabilities” means the cost of all Remedial Actions, including, but not limited to, the cost of fines, penalties, investigations, reasonable attorneys' fees, testing, monitoring, administrative costs, and related response costs, but excluding special, indirect, consequential, incidental, punitive or exemplary damages suffered or sustained by any Party with respect to such Remedial Action(s).

“Facility” means natural gas, renewable energy developments, reciprocating engine-generator sets designed to use natural gas or LNG, or combustion turbines or combined-cycle turbines, and generator, providing the Facility Capacity, which will be rated at the Facility Capacity, housed in sound-attenuated containers, and the related ancillary equipment (e.g., electrical switch gear, controls) and Interconnection Equipment

“Facility Capacity” — The Facility Capacity may range from approximately 18 MW to 69 MW. The capacity will be based on the capacity contracted in the Global agreement with the Energy Customer, or as otherwise agreed to by the Parties. Global will determine the capacity based on needs of the Energy Customer, consistent with applicable laws and regulations.

“FERC” means the Federal Energy Regulatory Commission or any successor agency thereto.

“Governmental Authority” means any federal, state, or local governmental body or any political sub-division, agency, sub-agency or instrumentality thereof, including, without limitation, any legislature, the courts and any quasi-judicative bodies with jurisdiction.

“Granted Rights” means the rights granted Global herein, which include the lease of the Site and any Alternate Easements.

“Hazardous Substance” means material or substance which is (i) designated as a “hazardous substance” pursuant to Section 311 of the federal Water Pollution Control Act (33 U.S.C.

Section 1151 et seq.), (ii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq. (42 U.S.C. Section 6903), defined as a “hazardous’ substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) regulated under the Toxic Substances Control Act of 1976, (v) petroleum or petroleum products, (vi) regulated by the laws of the State of New York, as amended from time to time; (vii) any substance which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws, whether or not such substance is defined as hazardous under applicable Environmental Laws; or (viii) regulated under Titles 1, 4, and 5, of the Clean Air Act, 42 U.S.C. Section 7401 et seq.

“Initial Start-Up Testing” — Global’s operation and testing of the Facility prior to the Commercial Operation Date, including performance tests, to determine, among other things, the operating characteristics of the Facility and the Facility’s ability to meet Global’s obligations pursuant to this Option.

“Interconnection Equipment” means all of the equipment and facilities required to be constructed in order to interconnect with and deliver product from the Facility to the PSEG-LI grid.. Global anticipates that the Interconnection Equipment may include a Transmission Line leading from the Site along one of the Alternative Easements depicted on Exhibit 1 hereto.

“Lease” means the agreement governing the terms of the arrangement over the Site for the development of the Facility upon termination of the Option. The Lease shall contain terms and conditions that are consistent with the terms and conditions of this Option Agreement. The Lease shall be executed by Global and the Village within sixty (60) days of the date that Global is notified by PSE&G LI that the proposal submitted by Global in response to the PSE&G LI RFP was approved and successful.

“Legal Requirements” means applicable laws, orders, ordinances, rules and regulations of any Governmental Authority.

“Lender” means any and all Persons, other than Affiliate(s) of Global, providing long term financing for the ownership, operation and maintenance of the Facility.

“Lien” means, with respect to any asset, any mortgage, lien, charge, security interest or other encumbrance upon such asset or any part thereof or interest therein, and includes, without limitation, mechanics’, laborers’ and materialmen’s liens which arise in connection with the ownership, operation and maintenance of the Facility or the Interconnection Equipment.

“LIPA” means Long Island Power Authority, a corporate municipal instrumentality of the State of New York currently having a principal mailing address of 333 Earle Ovington Blvd, Uniondale, NY 11553, and its successor entities.

“Megawatt of Capacity” means the net generating capacity of the plant expressed in megawatts, as defined in Global’s tolling agreement or power purchase agreement with PSEG-LI, or any successor agreement.

“Mortgage” means any mortgage, deed of trust, security agreement, fixture filing or other security instrument including, without limitation, an assignment of the rents, issues and profits from the



operations of Global at the Premises, which constitutes a perfected or unperfected debt obligation of Global.

“NYISO” — the New York Independent System Operator, Inc., acting in accordance with the NYISO Agreement or the applicable successor entity.

“NYISO Agreement” — that certain composite New York Independent Operator, Inc. Agreement, reflecting FERC Orders and Filings of New York Independent System Operator, Inc., and applicable NYISO operating policies, as further amended, revised or superseded from time to time.

“Option” – the grant of a right by Village to Global on the Effective Date to develop a Facility on the Site, pursuant to a Lease which shall be executed by Global and the Village within sixty (60) days of the date that Global receives notification from PSEG-LI that Global was selected pursuant to the RFP SF 2015 process and the terms of which shall be consistent with the terms of this Option.

“Party or Parties” means the Village and or Global.

“Permits” means all permits, licenses, approvals, authorizations, consents, registrations, easements, rights of way, leases, releases or exemptions required by any Governmental Authority in connection with the ownership, operation or maintenance of the Facility.

“Permitted Liens” means (i) any easements or encumbrances which are related to utilities and similar services, on, under or above the Premises, (ii) future mortgages on the leasehold title to the Premises which Global is permitted to grant pursuant to this Agreement, (iii) Village’s liens resulting from acts or omissions of Village, other than those that materially interfere with Global’s use of the Granted Rights.

“Person” means any natural person or any association, firm, partnership, limited liability company, joint venture, corporation, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Village.

“Premises” means the real property of the Village affected by the Granted Rights.

“Prior Condition” means, whenever and wherever Global is required by this Lease to restore the Premises after removal of Global’s improvements and equipment there from, a condition as close to the condition of the Premises on the day immediately preceding the Effective Date as is reasonably achievable, including grading and elevations. The Parties acknowledge that the Site currently includes a retention pond, and that the retention pond will not be rebuilt upon completion of the Term.

“PSEG-LI” means Public Service Electric & Gas Company – Long Island, operating the utility on Long Island outside of the municipal utility service territories, and which utility has issued a Request for Proposal for peaking power and may issue further requests for proposals for renewable resources, all of which Global intends to respond to, and develop electric generating capacity at the Site.

“Remedial Action” means any action, whether voluntary or compelled, that is reasonably necessary to comply with Environmental Laws to (i) clean up, remove, treat or in any other way deal with Hazardous Substances, in the environment; (ii) prevent any Release of Hazardous Substances where such Release would violate any Environmental Laws or endanger

or threaten to endanger public health or welfare or the environment; or (iii) perform remedial studies, investigations, restoration and post-remedial studies, investigations and monitoring.

“Roadway” means the existing road running from Moore's Lane to the Village’s existing facilities on the Site, for ingress and egress only, and not for parking. All of Global’s parking shall be contained on the Site.

“Site” means a parcel of land within a parcel owned by the Village of Greenport, New York identified on the attached Schedule A. The estimated boundaries of the Site and Alternate Easements are depicted on the attached map. The size of the Site will be adjusted to accommodate the Facility, subject to approval by the Village, such approval not to be unreasonably withheld, and subject to the understanding that while the boundaries of the Site remain subject to definitive survey and description, the Site will consist of about fifty-five thousand (55,000) square feet of property located on Moore’s Lane, south of the Village waste water treatment plant. During construction, maintenance or repair of the Facility and during emergencies, Global shall have such additional temporary access to Village property adjacent to the Site that may be reasonably required for such purposes without disturbing the Village’s use and occupancy of the adjacent areas. Global shall have the right to install suitable fencing around the perimeter of the Site at Global’s sole cost and expense and the Village shall be given a means of access to the Site for the purposes specified herein. Global shall be fully responsible to restore the Site at the time of the termination

“State Environmental Quality Review Act” means Article 8 of the New York State Environmental Conservation Law and the regulations promulgated under 6 NYCRR Part 617 of the regulations of the New York State Environmental Conservation Law, which establishes a set of uniform regulations by which all state, county and local governmental agencies incorporate consideration of environmental impacts into their planning, review and decision-making processes.

“Taxes” means all personal property taxes, sales taxes, real estate taxes, betterment assessments, permit fees, discharge authorization charges and all sewer and water charges, and similar charges, extraordinary as well as ordinary, whether foreseen or unforeseen, whether by virtue of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any Governmental Authority, levied, assessed or imposed at any time by any Governmental Authority.

“Transmission Line” means the cable delivering energy from the Facility to the point of interconnection with PSEG-LI’s facilities.

## **Article 2. Grant of Rights.**

2.1. Description of Premises. For and in consideration of the provisions hereof, and for other good and valuable consideration described herein, for the period commencing on the Effective Date and continuing for the remainder of the Term. The Village hereby grants an Option to Global for the purpose of reserving an adequate Site for the development of a peaking power plant for the purposes described herein. The Site is an approximate fifty-five thousand (55,000) square foot parcel located on Moore’s Lane in Greenport, New York and is described and indicated in Schedule A hereto.



2.2 Purposes. Global intends to submit a response to a Request for Proposals (“RFP”) issued by Public Service Electric and Gas Corporation – Long Island (“PSEG-LI”) to develop a peaking power plant at the Site. Upon the execution of this Option, Global shall proceed in a diligent good faith effort to perform engineering studies, prepare the proposal to respond to the PSEG-LI 2015 SF RFP and complete development activities (not including activities on the Site) at the sole cost and expense of the Global. The Parties intend that the terms of this Option shall be incorporated into a Lease Agreement to be executed by the Parties and subject to the terms and conditions and conditions precedent set forth herein.

2.3 Development. Global shall construct, own and operate a peaking power plant (“Project”) on the Site that will comply with the requirements of the RFP. The Project is expected to have an initial capacity of 27 MW and may expand to 69 MW. Notwithstanding the foregoing, the precise electric generating capacity of the Project shall be determined during preparation of the RFP response, and would be subject to approval by PSEG-LI. The Project is expected to operate less than 2,000 hours per year and is expected to utilize new, highly efficient, state-of-the-art reciprocating engines and the Project shall comply with all applicable environmental rules and regulations. The Project will include dual-fuel capability and will be able to utilize both low-sulfur diesel and natural gas, if available. Global agrees to pursue the possibility of the development of a natural gas supply line for the Facility. If an adequate supply of pipeline natural gas is unavailable, the Project shall consider the use of liquefied natural gas. Any and all development costs will be borne by Global at its own expense, and no costs shall be imposed on Village, of any kind. The Grant of Rights herein shall permit the Project to advance.

2.4 Rights to Site. The Lease shall provide for the lease and exclusive use and occupancy of the Site (described in Schedule A hereto) for the term of the Lease, provided Global is not in default of any provision of the Option or the Lease. The property shall be free from any lien or encumbrance that may interfere with Global's use of the Site for the agreed purpose.

2.5 Access. The Lease shall provide Global with a non-exclusive right to use road (“Roadway”) from the Site to Moore's Lane for the purpose of ingress and egress to and from the Site for the purposes described in the Option and the Lease. It is acknowledged and agreed that the access roadway may cross water mains, gas lines, a sanitary sewer line and other underground installations which exist in or under the Roadway, to which Global's rights hereunder are subordinated and that Global is responsible for any damage to the Site or Roadway, or property of the Village or third persons that may be caused by Global, its agents, contractors or invitees in connection with such parties' use on the Roadway; and (3) Global shall not block the Roadway, or otherwise unreasonably interfere with Village's use of the Roadway.

2.6 Limits of Grant. Global shall use the Site and Roadway exclusively for the ownership, construction, improvement, modification, operation and maintenance and removal of the Facility in accordance with the terms and conditions hereunder Option Agreement and Lease, and any other activity without the prior written consent of the Village, which may be withheld shall be a material breach of the Option Agreement or Lease.

2.7 Liens of Global. Global will covenant and agree that, at all times during the Term of the Lease Global shall keep the Granted Rights, title thereto and any interest therein, free and

clear of all liens and encumbrances (except Permitted Liens and Liens attributable to Village's acts or omissions) and that within thirty (30) days of the filing of any Lien or encumbrance, Global shall, at its sole expense, take such actions as may be necessary to discharge such Lien or encumbrance, and upon Global's failure to remove any such lien or encumbrance within thirty (30) days after receipt of written demand from the Village to do so, the Village shall have the right, but not the obligation, to either notify Global of the lien or encumbrance and that Global is in breach of the Lease, whereupon the Village shall have the right to terminate the lease on seven days written notice sent by certified mail, return receipt requested, and the cost of the notice and any action by the Village including reasonable attorney fees and expenses, shall be paid by Global to the Village immediately upon demand. Global may procure title insurance to insure the Village against the enforcement of the lien or encumbrance at its own expense.

2.8 Payment for Services and Utilities. Global shall be responsible for obtaining and paying the cost of all utility services, including water and sewage service; provided, that whenever such services are governed by a filed and/or published tariff, Global's obligation shall be governed by such tariff.

2.9 Project Schedule. The following Project Schedule shall be adjusted by the Parties in accordance with the circumstances of the Project and PSEG-LI's requirements.

- a. Execution of this Agreement – Projected – August 10, 2015.
- b. RFP responses due to PSEG-LI – November 13, 2015.
- c. Proposal selection by PSEG-LI – May 6, 2016.
- d. Commence development and financing activities – May 6, 2016.
- e. July 1, 2016 Execution of Lease Agreement
- f. Execution of power purchase agreement between Global Commons LLC and PSEG-LI – December 31, 2016-October 1, 2017
- g. Financial closing- Q1 2017-May 2018
- h. Commence construction – December 2017-May 2018.
- i. Commercial Operations Date – May 2019.

### **Article 3. Term.**

3.1 Option Term. The Option Agreement shall commence on the Effective Date and shall terminate upon the execution of a Lease for the Site, which shall be within sixty (60) days of the date of the notification to Global from PSEG LI that the Global proposal has been selected under the RFP.

3.2 Lease Term. The Lease shall include an initial twenty-year term from the Commercial Operations Date, with two renewable ten-year supplemental terms, at Global's



Option. Global shall exercise the renewal of each of the supplemental terms by certified mail, return receipt requested, to the addresses for notice herein, not less than one hundred and eighty (180) days prior to the expiration of the then current term.

3.3 Lease Commencement. Global shall execute a Lease which shall have substantially the same terms and conditions as this Option Agreement within sixty days of the date that Global receives notice that PSE&G LI has selected the Global proposal in the described RFP process. The failure of Global to execute the Lease shall be a material default of this Option. The terms and conditions of the Option Agreement shall control for any time that the Lease has not been executed or is not yet in effect.

3.4 The term shall end in the event that the Village exercises the "Village Right to Purchase" under Section 12(a). hereunder.

#### **Article 4. Payments by Global to Village.**

4.1 In consideration of the Granted Rights granted hereunder, commencing on the first day of the month following the date that PSEG-LI notifies Global that it has been selected for negotiation of a power purchase agreement, Global shall begin to make monthly payments to the Village equal to five percent (5%) of the monthly rent payments required pursuant to subsection 4.4, on a monthly basis, to be paid on the first day of each month thereafter until as otherwise provided herein.

4.2. In further consideration of the Granted Rights, commencing on the first day of the month following the date that PSEG-LI and Global execute a power purchase agreement, Global shall begin to make monthly payments to the Village equal to ten percent (10%) of the monthly rent payments required pursuant to subsection 4.4, on a monthly basis, to be paid on the first day of each month thereafter until as otherwise provided herein.

4.3 In further consideration of the Granted Rights, commencing on the first day of the month following the date that Global closes on its financing as provided hereunder, Global shall begin to make monthly payments to the Village equal to fifty percent (50%) of the monthly rent payments required pursuant to subsection 4.4, on a monthly basis, to be paid on the first day of each month thereafter until as otherwise provided herein.

4.4. Monthly Rent Payments. In further consideration of the Granted Rights, beginning on the Commercial Operations Date, and on a monthly basis thereafter during the term of the Lease and any supplemental term, the Global shall pay Village the amount of ten thousand dollars (\$10,000) per annual Megawatt of Capacity to be paid to Village on a monthly basis in equal monthly installments.

4.5. Rent Alternative. In the Village's sole discretion, at any time beginning with the date of the financial closing of the Project by Global and then thereafter on each of the anniversary dates of the financial closing until the Lease is executed, and then after the Lease is executed, on the commencement of the Lease, and then on the anniversary dates of the commencement of the Lease through the initial term and supplemental renewal terms of the Lease, the Village may elect to receive through the initial term and any supplemental renewal term of the Lease, commencing with the date of the election, monthly payments equaling on an

annual basis four percent (4%) of the annual gross fixed revenue of the Project, in lieu of the Monthly Rent Payment, based upon the actual gross revenues of the Project. For purposes of this subsection, gross fixed revenue includes capacity payments and not energy payments. The Village shall notify Global of its election of the Rent Alternative within ninety (90) days prior to date of the financial closing on the Project or the anniversary dates mentioned above.

4.6. Escalation. Beginning on the Commercial Operations Date, all payments due from Global to the Village shall be adjusted on an annual basis on the anniversary dates of the Lease to adjust or increase the rent in accordance with the annual increase in the Consumer Price Index, or the percentage increase in capacity payments for the prior twelve month period, whichever results in the greater annual rent increase or escalation for the following annual period.

4.7. Late Payment Charges. In addition to any other remedies the Village may have under this Option or the Lease, by statute or at common law, Global shall pay the Village interest calculated at the rate of one (1%) percent per month, prorated daily and compounded monthly, on any payments which are not made by the date required under this Option or the Lease.

#### **Article 5. Taxes.**

5.1 Taxes; Global agrees to pay and be responsible for all state and local real estate taxes and assessments levied directly on or allocable to the Site, Facility, and or the Project commencing on the earlier of the closing of financing or the execution of the Lease. Any taxes related to a partial tax period shall be pro-rated on a per diem basis.

5.2 Global agrees that it shall not file any grievance or appeal of its real property tax assessor or real estate taxes for the Site and Project for a period of at least five (5) years following the Commercial Operation Date. After the five (5) year period following the Commercial Operation Date concludes, any refund of Village of Greenport real property taxes that should become due from a tax grievance filing will be refunded from taxes due by Global only, over a five (5) year period from future taxes as those taxes become due.

5.3 Global agrees that for purposes of the payment of real property taxes to the Village of Greenport, there shall be a base amount of tax payment established (the "Base Tax Amount") which shall be the amount of Village Taxes payable to the Village of Greenport at the time that the Site, Facility and Project are assessed by the Town of Southold as being fully complete and as that tax amount may increase from year to year. In the event that there is any reduction for any reason in the annual amount of Village of Greenport real property taxes for any tax year which results in the Village real property taxes being below the Base Tax Amount, then in that event there shall be a payment in lieu of taxes ("PILOT") payment paid by Global to the Village of Greenport, in addition to the real property taxes payable for that tax year, so that the combined amount of the real estate taxes and pilot payment paid by Global to the Village of Greenport for any tax year will not be less than the Base Tax Amount, it being the intention of the parties that the amount payable for Village real property taxes and PILOT payments shall not decrease below the combined amount for the prior year during the term of the Lease and its extensions.



**Article 6. Environmental Review.**

6.1. The Village and Global acknowledge and agree that an environmental review of the Project is required to be performed under SEQRA and New York State Law, that the review is required under 6 NYCRR 617. To the extent that they are able to determine the application of Article X of the New York State Public Service Law, Global and the Village specifically determine that the Project or Facility is not a major generating facility under Article X of the New York State Public Service Law, and that therefore Article X of the New York State Public Service Law is not applicable, and that Global and the Village agree to complete and or cooperate with the completion of that environmental review under 6 NYCRR 617. In the event that Article X of the New York State Public Service Law is determined by a third party with proper jurisdiction to apply to the review of the Project, then Global agrees to cooperate with that review.

6.2. Global and the Village agree that unless prohibited by law, the Village shall be designated and serve as lead agency for the required environmental or Site review and that in the event that another involved agency attempts to serve as lead agency, Global shall cooperate with the Village's actions to be declared or designated as lead agency.

6.3 Global shall provide the funding required for an independent Environmental Impact Assessment, consistent with either Article X of the New York State Public Service Law and or 6 NYCRR 617, and Global further agrees to indemnify and hold harmless the Village of Greenport from any costs or expenses associated with the environmental review. The Village shall not be responsible for any costs associated with either the Article X or SEQRA environmental review process.

6.4 Nothing herein shall require the Village or Global to, and the Village and Global shall not, pre-determine the results of the Article X or SEQRA process, and in the event that Village determines that an Article X review or SEQR review determines that the Project may result in a significant negative impact on the environment which cannot be reasonably mitigated, then, in the Village's sole discretion, the Option and or the Lease may be terminated by the Village with no payments of any kind from the Village to Global.

**Article 7. Other Conditions Precedent.**

7.1 Village Rights. In addition to the conditions imposed herein, including, but not limited to, the Article X or SEQRA review, the Village has the right, in its sole discretion, to terminate this Option and subsequent Lease, in the event there are negative safety impacts, that the Project would limit the expansion of the Village's wastewater treatment plant, that traffic impacts would be negative or the Village's infrastructure will be negatively impacted, or in the event that Global is in material breach or default of any provision of the Option or the Lease.

7.2 Project Financing. The Village may terminate the Option, Lease and Project on ninety days prior written notice to Global. in the event that the Global cannot or is unable to obtain Project financing by May, 2018, or in a reasonable period thereafter, in the sole discretion of the Village. If in the event that Global determines that Project financing cannot be obtained

on reasonable terms, then Global on ninety days written notice may terminate this Option and subsequent Lease.

7.3 No Assignment. There shall be no assignment by Global of the Option Agreement or Lease without the prior written consent of the Village, which prior written consent may be withheld. A transfer or cumulative transfer or fifty percent or more of the ownership of Global shall be deemed to be an assignment for purposes of this provision.

#### **Article 8. Indemnification/Hold Harmless.**

Indemnification/Hold Harmless. Global shall indemnify, defend and hold harmless Village from and against any and all claims of third parties (inclusive of governmental agencies) arising by reason of Global's actions or omissions at the Site. Global shall be liable for, and shall indemnify, defend and hold Village harmless from and against (i) any environmental condition occurring on the Site; or (ii) environmental liability relating to the Site suffered or incurred by Village; or (iii) environmental losses associated with the adjoining property, which results from the possession, control, acts or omissions of Global, its employees, agents, contractors, or any third party contractors employed in the conduct of the SEQRA process (iv) any damages or losses including but not limited to loss or reduction in revenues incurred by the Village with respect to the Global Commons Greenport LLC lease or transaction.

#### **Article 9. Termination.**

9.1 Termination by Village. Village will have the unilateral right to terminate this Option and/or otherwise seek appropriate damages or other legal or equitable remedies upon the occurrence of any one or more of the following circumstances, each constituting an "Event of Default:"

(a) Imposition of Charges. The actual imposition of any assessments, fees, or charges on Village as a direct result of Facility installation or operation, which assessments are not paid in full by Global within sixty (60) days of written notice from Village to Global indicating that an action imposing such assessments, fees or charges has been made.

(b) Failure to Make Payments. The failure of Global to make any payment required of Global under this Option in the time and manner specified in this Option, which failure continues for a period of thirty (30) days after written notice of such nonpayment from Village to Global and the Lender.

(c) Failure to Perform. Failure by Global to fully perform any material term, provision, condition, agreement or covenant of this Option (other than the payment obligations addressed above) and such failure continues for a period of thirty (30) days after written notice of such non-performance, or, if such failure cannot be cured within said thirty (30) days, Global commences within such thirty (30) days and proceeds thereafter with all due diligence to cure such failure, but such failure is not cured within such longer period (not to exceed one hundred eighty (180) days) as shall be necessary for Global to cure the same with all due diligence.

(d) Financial Condition. If a receiver or liquidator or trustee of Global or of the Facility is appointed and not discharged within a period of sixty (60) days; or if by court decree



Global is adjudicated bankrupt or insolvent or any substantial part of the Facility is sequestered, and such decree continues undischarged and unstayed for a period of sixty (60) days after the entry thereof; or if a petition to declare bankruptcy or to reorganize Global is filed and not dismissed within sixty (60) days after such filing; or if Global files a voluntary petition in bankruptcy under any state or federal law; or if Global makes an assignment for the benefit of its creditors; or if Global admits in writing its inability to pay its debts generally as they come due.

(e) Breach of Agreement. Except as otherwise provided in Section 7.1(e) herein, if either Party fails to carry out its obligations under this Option after reasonable written notice from the other, the notifying Party's remedy shall be to seek such damages and/or orders compelling specific performance as a court of competent jurisdiction may award.

(f) Limitation of Liability. Notwithstanding anything in this Option to the contrary, and excepting Global's obligation to defend and indemnify the Village pursuant to Article 8, no Party shall be liable to the other Party for any special, indirect, consequential, incidental, punitive or exemplary damages, but this limitation shall not affect the right of any Party to receive the specific remedies otherwise agreed upon herein.

#### **Article 10. Insurance**

Insurance. As of the date Global, or any Global contractors commences Site work, Global shall maintain the following minimum insurance coverages with respect to the operations at the Site:

(a) Comprehensive General Liability Insurance, including contractor's contingent coverage with limits of not less than \$20,000,000 per occurrence - Bodily Injury and \$20,000,000 per occurrence and Fire and Casualty insurance coverage in the amount of not less than the value of the completed improvements on the Site.

(b) Contractual Bodily Injury Liability and Contractual Property Damage Liability Insurance covering liability assumed under this Option and subsequent Lease Agreement with limits the same as that provided for under the Comprehensive General Liability Insurance, which coverage may be umbrella coverage.

(c) Workers' Compensation Insurance as required by law and Employer's Liability Insurance limits of not less than \$500,000 for any accident covering location of all work places involved in the Option or subsequent Lease Agreement

(d) Village shall be named as an additional insured on the aforementioned policies and the Village shall be provided with original certificates of insurance and if requested insurance policies establishing this coverage as a condition of the Option Agreement and Lease. Any right to settle and adjust all claims under Global's insurance shall not be subject to the approval of Global's lenders unless the amount of the claims exceeds the amount of insurance set forth herein. The amount of insurance provided by Global herein to insure Village shall not constitute a limitation of Global's Liability. Any insurance provider shall be AM Best rated A+.

**Article 11. Representations and Warranties.**

11.1. Global Representations. Global hereby represents, warrants and covenants to and with Village as of the date hereof:

(a) Existence. Global is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is, or prior to the commencement of operations will be, qualified to do business in the State of New York. Global has the power and lawful authority to enter into and perform its obligations under this Lease and any other documents required by this Lease to be delivered by Global.

(b) Authorization. The execution, delivery, and performance by Global of and under this Lease and any related agreements have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or organizational documents or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a Party or by which it or its properties may be bound or affected.

(c) Litigation. There are no actions, suits, governmental investigations or inquiries, or proceedings pending or threatened against Global or any of its properties or businesses before any court or governmental department, commission, board, bureau, agency, or instrumentality that, if determined adversely to it, would have a material adverse effect on its ability to perform its obligations under this Lease.

(d) Due Execution. This Option has been executed and delivered for Global by the signatories authorized in accordance with the actions required under this Agreement.

(e) PSEG-LI Agreement. Global's agreement with PSEG-LI does not and will not contain any provisions allowing PSEG-LI to unilaterally terminate said agreement without cause, and without the consent of Global. Global represents and covenants that it shall provide Village with a true and correct copy of Global's agreement with PSEG-LI, redacting only the price terms and any other terms mandated by PSEG-LI for redaction, within ten (10) days of execution of the PSEG-LI agreement.

(f) Independent Investigation. Prior to operation of this Facility, Global shall have made a full and complete investigation of the Site and its fitness for Global's intended use by performing a Phase 1 and, if deemed necessary by Global, a Phase 2 assessment, including but not limited to a review of the physical characteristics of the Site. Any Phase I and Phase II reports shall be submitted to Village when completed. Global is relying on Global's investigation, and not on any representations of Village regarding the fitness of the Site for Global's intended use. This representation does not extend to the status of legal title to the Site. In the event Global declines to perform any physical testing or sampling of soil, groundwater or other conditions at the Site, Global shall be deemed to have accepted the Site in an "as is" condition for purpose of any Environmental Condition at the Site, unless Global can demonstrate with reasonable certainty that the Environmental Condition was not caused by any act or omission of Global.



11.2 Village Representations; The Village hereby represents, warrants and covenants to and with Village as of the date hereof.

(a) Existence. Village has the power and lawful authority to enter into and perform its obligations under this Lease and any other documents required by this Lease to be delivered by Village.

(b) Authorization. The execution, delivery, and performance by Village of and under this Lease and any related agreements have been duly authorized by all necessary action on its behalf, and do not and will not result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a Party or by which it or its properties may be bound or affected.

(c) Litigation. There are no actions, suits, or proceedings pending or to the best of Village's knowledge, threatened against Village or any of its properties before any court or governmental department, commission, board, bureau, agency, or instrumentality that, if determined adversely to the Village, would have a material adverse effect on its ability to perform its obligations under the Option or Lease.

(d) Prior Agreements. Any and all agreements made by the Village that may address substantially the same subject matter of this Lease have been rightfully terminated prior to the date hereof.

(e) Title to Real Property. The Village is the fee owner of the Site and the Village has the full right and authority to grant to Global this Option for the Lease of the Site and any Alternate Easements, and the Premises is free of any prior liens or encumbrances (other than Permitted Liens) that would materially interfere with Global's use of the Granted Rights during the Term. To the best of Village's knowledge, there is no Village land use, zoning, or other local regulation that would prohibit Global's intended use of the Premises, as described herein, and entering into this Lease otherwise complies with all applicable laws, regulations and ordinances.

#### **Article 12. Miscellaneous Provisions.**

(a) Village Right to Purchase. The Village shall have the right to purchase and acquire the peaking power plant generating Facility and related equipment, operating assets and the rights granted or transferred hereunder for one dollar (\$1.00) on the last day of the twentieth (20<sup>th</sup>) year of the initial term and annually thereafter during any renewal terms, on the anniversary dates of the last day of the initial term. The Village shall provide written notice of the exercise of this right to acquire the plant and property by certified mail and regular mail in accordance with the requirements of this Option. The Lease shall provide under reasonable terms and conditions that closing and transfer of title to the plant and equipment shall occur ninety (90) days after the last date of the initial term or the anniversary date of the last date of the initial term for which the

(b). Restoration of the Site. The Lease Agreement shall contain a provision to include financial assurance that the Global will restore the Site to the condition that existed prior to the commencement of the Project.



(c) Termination. The Village may terminate this Option if Global has not closed on project financing by March 30, 2018, provided, however, that Global may extend the term of the Option and the dates thereunder by paying to Village a payment equal to fifteen percent (15%) of the full annual rent payment for an additional year, in addition to any other payments due hereunder. The Village may also terminate the Option on ninety (90) days prior written notice if Global fails to perform any other Global requirement or obligation under this Option Agreement.

(d) Controlling Law and Venue. The validity, construction and enforceability of this Option, the rights and obligations of the Parties hereto, and any actions, claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law. Global consents to the personal jurisdiction in any action arising out of or relating to this Option brought in the courts of the State of New York, located in the County of Suffolk (and the appropriate appellate courts), and each of the Parties hereto agrees that any action, claim, or dispute arising out of or related to this Option will be instituted exclusively in one of the above specified courts. Both Parties agree to waive trial by jury.

(e) Compliance with Law. Both Parties agree to comply with all applicable laws and regulations.

(f) Force Majeure. The obligations of the Parties hereunder may be suspended so long as and to the extent that either Party is prevented from or delayed in performing such obligations by accidents, strikes, lock-outs, riots, inability to secure fuel, materials, utilities or services in the open market, acts of war or conditions attributable to war or compliance by either Party with changes in federal, state, county, municipal or other governmental agency or quasi-governmental agency regulations, rules or orders, fire or other acts of God, the act or omission of any governmental authority or of the Village, reasonably unforeseen conditions within the Site, or other causes beyond the reasonable control of the Party claiming Force Majeure, whether similar or dissimilar to the foregoing. This Option shall remain in full force and effect during any suspension of any of the Parties obligations under any provisions of this Section and for a reasonable time thereafter, provided that, the Party claiming Force Majeure acts with due diligence to remove the cause or causes preventing or hindering the performance of such obligation, and thereafter diligently commences or resumes the performance of such obligation.

(g) Successor Obligations. If any Lender or other third Party acquires Global's interests under and in accordance with this Option, such Lender or other third Party shall accept in writing, and shall without further action be subject to, the same terms and conditions set forth in this Lease, and shall be required to cure all defaults or breaches of Global under this Option capable of cure, and pay damages to compensate Village for any defaults or breaches that cannot be cured.

(h) Copies of Notices. Global shall designate in writing one Lender who shall be entitled to receive notices hereunder, and shall provide to Village in writing the name and address of such Lender. Village shall provide such designated Lender with copies of all notices required to be given to Global under this Agreement with the forwarding of such notice to Global. No such notice shall be deemed effective absent the providing of a simultaneous copy to Lender.



(i) Notices. All notices herein required or permitted to be given or furnished under the Option or Lease given by either Party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other Party if sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Global:	Global Common 20 Cedar Place  Garden City, NY 11530  Attention: Robert Foxen
With a copy to:	Twomey, Latham, Shea & Kelly, LLP 33 West Second Street P.O. Box 398 Riverhead, NY 11901 Attention: Stephen B. Latham, Esq.
If to Village:	Sylvia Pirillo, Village Clerk Village of Greenport c/o Village Hall 236 Third Street Greenport, NY 11944 Attention: Mayor
With a copy to:	Joseph W. Prokop, Esq. Village Attorney 267 Carleton Avenue Central Islip, New York 11722

Each Party shall have the right, from time to time, to designate a different address by notice given in conformity with this Section.

(j) Entire Agreement. This Option, inclusive of all Exhibits, contains the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals and writings. No amendments to this Option may be made except by a writing signed by both Parties.

(k) Counterparts; Multiple Originals. This Option may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) Severability. If any provision of this Option is unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect; provided, that the Parties shall attempt to amend this Option to attempt to return the Parties to materially the same position had no such provision been found unenforceable.

(m) Confidential Information. Either Party may designate any data, information, reports, or documents provided to the other as "Confidential Information." Except as required by Legal Requirements, neither Party shall, without the prior written consent of the other Party, disclose

any Confidential Information obtained from the other Party to any third Parties other than to any Lender or prospective Lender for the Facility, consultants, and employees who have agreed to keep such information confidential as contemplated by this Lease and who need the information to assist either Party with the rights and obligations contemplated herein.

(n) Third Party Beneficiaries. This Option is intended to be solely for the benefit of the Parties hereto and their permitted successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided with respect to any Lender.

(o) No Broker. Village and Global each represents and warrants to the other that neither has dealt with any broker in connection with this Option. Global shall indemnify and defend Village against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this Agreement.

(p) Survival. The indemnifications, representations, warranties and obligations with regard to Environmental Conditions shall survive the termination and/or expiration of this Option.

(p) Amendments; Waivers. No amendment or modification to, or waiver of, the terms of this Option shall be binding on either Village or Global unless reduced to writing and signed by the Party against whom enforcement is sought.

(q) Further Assurances. If either Party hereunder determines in its reasonable discretion that any further instruments or other actions are necessary or desirable to carry out the terms of this Option, the other Party shall execute and deliver all such instruments and do all such actions as such other Party agrees in its reasonable discretion are necessary or desirable to carry out the terms of this Option.

(r) Good Neighbor. Global shall consult with Village in connection with any issues of community concern regarding the Facility and the approaches being developed to meet such community concerns (in particular, consideration of noise and emissions issues by Village's residents, and other neighboring communities, and environmental issues applicable to such communities).

(s) Counterparts. This Option may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

(t) No Waiver of Strict Performance. The right of Village or Global to require strict performance is not affected by any previous waiver or course of dealing.

(u) Headings and Section References. The Section headings and Section References are inserted as a matter of convenience for reference only, and do not affect the scope or intent of this Option. Any references to "Articles," "Sections," "Subsections," "Exhibits," "Riders" and "Addenda" are to Articles, Sections, Subsections, Exhibits, Riders and Addenda of this Option.



(v) Rules of Construction. The provisions of this Option are to be construed as a whole according to their common meaning to achieve the objectives and purposes of this Option. Each of the Parties represents that it and its respective counsel have reviewed this Option. The rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Option as both Village and Global are considered to have equal bargaining power.

(w) As Is. This Option constitutes the entire agreement between the Parties hereto, and the Village is not liable or bound in any manner, by expressed or implied warranties, guarantees, promises, statements, oral or written, representations or information, oral or written, unless such warranties, guarantees, promises, statements, representations or information are expressly and specifically set forth therein.

(x) Lease Agreement. The Parties acknowledge and agree that the terms of this Option and further standard terms will be required in a Lease Agreement and the Parties agree to utilize best efforts to prepare and execute such a Lease Agreement, consistent with the schedule herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Option the day above first written.

Global Common LLC

Village of Greenport

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGEMENT OF GLOBAL COMMONS LLC

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 Limited Liability Company described in and which executed the foregoing instrument; that he knows the Seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managers of said limited liability company and that he signed his name thereto by like order.

(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



## SCHEDULE A PROPERTY DESCRIPTION

BEGINNING at a point on the westerly line of Moore's Lane 2.012 feet, more or less, southerly from the intersection of the westerly line of Moore's Lane with the southerly line of County Route 48, running thence the following four courses and distances; to wit:

1. South 85 degrees 57 minutes 20 seconds West 300 feet to a point;
2. South 4 degrees 02 minutes 40 seconds East 185 feet to a point;
3. North 85 degrees 57 minutes 20 seconds East 300 feet to the Westerly line of Moore's lane, thence
4. North 4 degrees 02 minutes 40 seconds West along the westerly line of Moore's Lane, a distance of 185 feet to the point or place of beginning, Containing 55,000 square feet.





Site of Proposed Peaking Plant

25

Moores Ln

© 2015 Google  
© 2015 Europa Technologies

Imagery Date: 6/19/2014 41° 06' 18.51" N 72° 02' 24.82" W elev

Goo





VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
REGULAR MEETING  
WEDNESDAY, JANUARY 28, 2015 AT 6:00 PM  
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Wednesday, January 28, 2015; the Board adopted a

RESOLUTION approving an increase in the hourly wage rate of Adam Hubbard, from \$23.39 per hour to \$24.70 per hour, effective February 28, 2015; owing to the assumption of additional duties, per Article VII, Section 9(a) - Merit Clause - of the current Collective Bargaining Agreement in force between the CSEA and the Village of Greenport. Furthermore, the work performance of Adam Hubbard is to be reviewed on or by July 27, 2015; and if deemed satisfactory, an additional hourly wage rate increase of \$1.30 will become effective, resulting in an hourly wage rate of \$26.00 after July 27, 2015 for Adam Hubbard.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** David Murray, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** George Hubbard, David Murray, Mary Bess Phillips, Julia Robins  
**ABSENT:** David Nyce

STATE OF NEW YORK  
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on January 28, 2015 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: January 28, 2015

  
Sylvia Lazzari Pirillo, RMC  
Village Clerk

**VILLAGE OF GREENPORT****Budget Adjustment Form**

Year: 2016 Period: 8 Trans Type: B2 - Amend Status: Batch  
Trans No: 2247 Trans Date: 08/06/2015 User Ref: ROBERT  
Requested: J. ODDON Approved: Created by: ROBERT 07/20/2015  
Description: TO INCREASE REVENUE AND EXPENSE LINES FOR DANCES IN THE PARK Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
A.2705	ARTS & CULT FOOTFALLS DONATION	2,134.00
A.7312.400	ARTS & CULTURAL EXHIB..	2,134.00
Total Amount:		4,268.00



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2016 Period: 8 Trans Type: B2 - Amend Status: Batch  
 Trans No: 2250 Trans Date: 08/12/2015 User Ref: ROBERT  
 Requested: R. BRANDT Approved: Created by: ROBERT 08/12/2015  
 Description: TO AMEND TALL SHIPS 2015 REVENUE AND EXPENSES

Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.2089.425	OTHER CULTURE AND RECREATION. SPECIAL EVENTS	9,311.00
A.7989.426	TALL SHIPS CREDIT CARD FEES -JULY	1,993.00
A.7989.426	TALL SHIPS SHOWCLIX FEES -JULY	2,603.00
A.7989.426	TALL SHIPS IGA	2,403.00
A.7989.426	TALL SHIPS N.F. SANITATION	2,312.00
<b>Total Amount:</b>		<b>18,622.00</b>



VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
REGULAR MEETING  
THURSDAY, JUNE 25, 2015 AT 7:00 PM  
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, June 25, 2015; the Board adopted a

RESOLUTION awarding the painting of assigned scenes on fourteen rounding boards at the Village of Greenport Carousel to:

Julia Goldman, Enid Haffon, Barbara Maslen, and Cindy Pease Roe, as recommended by the Village of Greenport Carousel Committee, at a total cost of \$ 21,000.00 total.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Douglas W. Roberts, Trustee  
**SECONDER:** Julia Robins, Trustee  
**AYES:** Martilotta, Phillips, Roberts, Robins, Hubbard

STATE OF NEW YORK  
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on June 25, 2015 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: June 25, 2015

  
Sylvia Lazzari Pirillo, RMC  
Village Clerk





VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
REGULAR MEETING  
THURSDAY, MAY 28, 2015 AT 7:00 PM  
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, May 28, 2015; the Board adopted a

RESOLUTION approving the use by the Greenport Farmers Market of a portion of the municipal parking lot at South Street, on Saturday mornings from 8 a.m. through 1 p.m., beginning on May 30, 2015 and ending on September 12, 2015, at a fee of \$ 750.00 payable by the Farmers Market prior to May 30, 2015 under an agreement to be drawn up and approved by the Village.


**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Mary Bess Phillips, Trustee  
**SECONDER:** Douglas W. Roberts, Trustee  
**AYES:** Martilotta, Phillips, Roberts, Robins, Hubbard

STATE OF NEW YORK  
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on May 28, 2015 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated: May 28, 2015

  
Sylvia Lazzari Pirillo, RMC  
Village Clerk

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE  
APPROVAL OF AN AGREEMENT WITH THEN NORTH FERRY COMPANY  
REGARDING THE USE OF THE WEST FACE OF THE WEST PIER AT MITCHELL PARK MARINA

WHEREAS an agreement between the Village of Greenport and the North Ferry Company regarding the mooring of vessels at the west face of the west pier of Mitchell Park Marina has been proposed; and

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

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

RESOLVED that the Board of Trustees hereby determines that the Approval of the Agreement is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village Greenport hereby determines that the approval of the Agreement

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

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

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

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

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

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

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



a few days, and;

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

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

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

Upon motion by Trustee      seconded by Trustee      this resolution is carried upon roll call as follows:

Trustee Phillips -

Adopted August 27, 2015

Trustee Robins -

Trustee Martilotta -

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Sylvia Lazzari Pirillo, RMC, Village Clerk

Trustee Roberts-

Village Seal:

Mayor Hubbard -