



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

**November 27, 2017 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

- Susan Jane Corazzini
- Regina A. DeDuck
- Eleanor Kinscherf
- Wes Ruroede
- Harvey E. Strange, Jr.
- Branden P. Sutherland

ANNOUNCEMENTS

- The Parade of Lights festivities and annual Tree Lighting ceremony will be held on December 2nd, beginning at 5:00 p.m., with a rain date of December 3rd.
- There will be a Historic Preservation Grant Workshop on December 4th at the Old Schoolhouse, following the HPC Meeting at 5:00 p.m. at the Old Schoolhouse.
- The Village will be conducting smoke testing from 8 a.m. through noon on December 9th on Sterling Street and Sterling Avenue, and Carpenter Street to Main Street.

PUBLIC HEARING

- Wetlands Permit Application of Stephen Bull, 24 Beach Road, regarding an existing 10'x10'x10' shed on upland ground

PUBLIC HEARING (CONTINUED/OPEN)

- Proposed amendment to Section 9 and Section 18 (Multi-Family Dwelling) of Chapter 150 (Zoning) of the Village of Greenport Code
- Proposed amendment to Chapter 118 (Dub-Division and Merger of Land) of the Village of Greenport Code

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 11-2017-1**

RESOLUTION adopting the November 2017 agenda as printed.

RESOLUTION # 11-2017-2

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

VILLAGE ADMINISTRATOR**RESOLUTION # 11-2017-3**

RESOLUTION authorizing the attendance of Trustee Julia Robins and Village Administrator Paul Pallas at the NYAPP Annual Winter Conference on January 17th and 18th, 2017 in Albany, New York, at a conference fee of \$235.00 per person and a room rate of \$149.00 per night per person, plus all applicable travel and meal costs, to be expensed from account number E.0782.000 (Management Services).

RESOLUTION # 11-2017-4

RESOLUTION authorizing the issuance of a Request for Proposals for Architectural/Engineering Design Bidding and Construction Administration and Inspection Services related to the Village of Greenport Micro Grid project, and direction Clerk Pirillo to notice the Request for Proposals accordingly.

RESOLUTION # 11-2017-5

RESOLUTION whereby the Board of Trustees of the Village of Greenport hereby ratifies and approves a memorandum of agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Village of Greenport Unit regarding the terms of a collective bargaining agreement covering the period June 1, 2017 through May 31, 2021.

VILLAGE TREASURER**RESOLUTION # 11-2017-6**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3755, to fund the repair of the Railroad Dock, and directing that Budget Transfer # 3755 be included as part of the formal meeting minutes for the November 27, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 11-2017-7

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 3756, to fund the inspection and repair of the Radio Tower, and directing that Budget Transfer # 3756 be included as part of the formal meeting minutes for the November 27, 2017 regular meeting of the Board of Trustees.

RESOLUTION # 11-2017-8

RESOLUTION authorizing Mayor Hubbard to execute the attached Third Party Custodian Agreement between the Village of Greenport, People's Bank and the Bank of New York Mellon.

RESOLUTION # 11-2017-9

RESOLUTION authorizing the issuance of a check made payable to Paul Pallas as Village Administrator, in the amount of \$ 1,000.00, to be used to set up the required cash drawer/banks for the operation of the Village of Greenport ice skating rink.

VILLAGE CLERK**RESOLUTION # 11-2017-10**

RESOLUTION approving the Public Assembly Permit Application submitted by The United States Power Squadron District 3 for the use of a portion of Mitchell Park, from 9 a.m. through 11 p.m. from July 26, 2018 through July 29, 2018 for the annual District 3 Rendezvous.

RESOLUTION # 11-2017-11

RESOLUTION authorizing Clerk Pirillo and Treasurer Brandt to attend the New York State Government Finance Officers' Association Long Island Holiday Seminar from 1:00 p.m. through 6:00 p.m. on November 30, 2017 at The Fox Hollow in Woodbury, New York. The \$ 85 per person fee, plus applicable mileage costs, will be expensed from account numbers A.1325.004 (Treasurer Contractual Expense) and A.1410.004 (Clerk Contractual Expense).

RESOLUTION # 11-2017-12

RESOLUTION hiring Andrea Taglieri as a full-time Code Enforcement Officer for the Village of Greenport, at a pay rate of \$ 18.00 per hour, effective December 11, 2017. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period.

RESOLUTION # 11-2017-13

RESOLUTION approving the attached Standard Work Day and reporting Resolution Form # RS 2417-A and Form # RS 2419, and directing Clerk Pirillo to post the Standard Work Day and Reporting Resolution on the official Village of Greenport website for a minimum of thirty (30) days.

RESOLUTION # 11-2017-14

RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the Town of Southold, with a term of five (5) years, as to the sharing of information concerning certain property records regarding assessments and property information of properties that are located within the town of Southold in the territory of the Village of Greenport.

RESOLUTION # 11-2017-15

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Skating Rink for the 2017/2018 season.

RESOLUTION # 11-2017-16

RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Hockey Club for the use of the Village of Greenport Ice Skating Rink for the 2017/2018 season.

RESOLUTION # 11-2017-17

RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2017-18

RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2017-19

RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly.

RESOLUTION # 11-2017-20

RESOLUTION authorizing the Village of Greenport Tree Committee to solicit bids for: the removal of specified Village trees, the removal and grinding of tree stumps, and the pruning of specified Village trees: and further directing Clerk Pirillo to notice the bid accordingly.

VILLAGE ATTORNEY**RESOLUTION # 11-2017-21**

RESOLUTION approving the attached SEQRA resolution regarding the abandonment of a portion of Johnson Court in the Village of Greenport.

RESOLUTION # 11-2017-22

RESOLUTION approving the attached resolution regarding the abandonment of a portion of Johnson Court in the Village of Greenport.

VILLAGE TRUSTEES**RESOLUTION # 11-2017-23**

RESOLUTION scheduling a public hearing for December 28, 2017 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding a proposed amendment to Chapter 132 (Vehicles and Traffic), Section 54 (Schedule XVI - Limited Time Parking) of the Village of Greenport Code to create additional limited time parking spots in the IGA municipal parking lot, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 11-2017-24

RESOLUTION scheduling a public hearing for December 28, 2017 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, NY, 11944 regarding a proposed amendment to Chapter 88 (Noise) of the Village of Greenport Code to exclude the use of gas powered leaf blowers from Memorial Day through Labor Day, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 11-2017-25

RESOLUTION approving an increase of 15% of annual salary for the following management - level employees: Village Treasurer, Village Deputy Treasurer, Village Clerk, and Village Deputy Clerk, effective November 29, 2017.

VOUCHER SUMMARY**RESOLUTION # 11-2017-26**

RESOLUTION approving all checks per the Voucher Summary Report dated November 17, 2017, in the total amount of \$ 1,810,223.20 consisting of:

- o All regular checks in the amount of \$ 1,796,414.56, and
- o All prepaid checks (including wire transfers) in the amount of \$ 13,808.64.

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2018 Period: 11 Trans Type: B2 - Amend Status: Batch
Trans No: 3755 Trans Date: 11/07/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 11/07/2017
Description: TO APPROPRIATE SURPLUS FOR THE REPAIR OF STORM DAMAGE TO THE RAILROAD DOCK
Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|----------------------|---------------------------|------------------|
| A.7231.407 | DOCKS R &M | 12,000.00 |
| A.5990 | APPROPRIATED FUND BALANCE | 12,000.00 |
| Total Amount: | | 24,000.00 |

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ between Village of Greenport ("Local Government"), People's United Bank, National Association ("Bank") and The Bank of New York Mellon ("Custodian").

W I T N E S S E T H

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local

Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including reasonable counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including reasonable counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action (a "Force Majeure Event"); provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances. Notwithstanding the foregoing, in the event that a Force Majeure Event delays performance for a period of more than thirty (30) consecutive calendar days, the Bank or the Local Government may terminate this Agreement upon notice to the Custodian and any prepaid fees shall be refunded on a pro rata basis as of the date such Force Majeure Event first occurred.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Bank shall also reimburse Custodian for reasonable out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 850 Main St., 12th Floor, Bridgeport, CT 06604, Attn: Rosemary McCabe, Government Banking & Finance Group, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 236 3rd St, Greenport, NY 11944 or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a

court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

VILLAGE OF GREENPORT

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

By: _____

By: _____

Title:

Title:

THE BANK OF NEW YORK MELLON

By: _____

Title:

EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section I of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B
Schedule of Eligible Collateral

Margin %

- | | | |
|------------|--------|---|
| <u>103</u> | (i) | Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation. |
| <u>103</u> | (ii) | Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank. |
| <u>103</u> | (iii) | Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty. |
| <u>103</u> | (iv) | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys. |
| <u>103</u> | (v) | Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (vi) | Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (vii) | Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (ix) | Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies. |
| <u>103</u> | (x) | Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged. |
| <u>103</u> | (xi) | Zero coupon obligations of the United States government marketed as "Treasury strips". |

EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's resolutions to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, People's United Bank, National Association ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

| | | |
|---------------|----------------|--------------------|
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |
| _____ Name | _____ Title | _____ Signature |

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Title:

Date:

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

On this ____ day of _____, 2017, 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 _____ described in and which executed the foregoing instrument.

(SEAL)

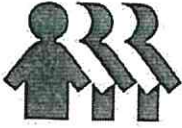
Notary Public

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

On this ____ day of _____, 2017, 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



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

I, MARY BESS PHILLIPS, certify that I completed a 3-month record of activities for the term that began 4/1/17 for my position as Village TRUSTEE.

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on

April 1, 2017 and ends on MARCH 31, 2021.

Mary Bess Phillips
Signature of Member

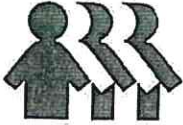
10/25/17
Date

NYSLRS Registration Number: _____

Employer Location Code: 40112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

I, JULIA ROBINS, certify that I completed a 3-month record of activities for the term that began 4/1/17 for my position as VILLAGE TRUSTEE.

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on APRIL 1, 2017 and ends on MARCH 31, 2021.

Julia Robins
Signature of Member

11/7/17
Date

NYSLRS Registration Number: _____

Employer Location Code: 40112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
 (Rev. 8/15)

BE IT RESOLVED, that the Village Of Gaesburg / 40112 hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

| Title | Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs | Name (First and Last) | Social Security Number (Last 4 digits) | Registration Number | Tier 1 (Check only if member is in Tier 1) | Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy) | Record of Activities Result* | Not Submitted (Check only if official did not submit their Record of Activities) |
|---------------------|---|---------------------------|--|---------------------|--|--|------------------------------|--|
| Elected Officials | | | | | | | | |
| <u>Trustee</u> | <u>6</u> | <u>MARY BESS PHILLIPS</u> | <u>3641</u> | | <input type="checkbox"/> | <u>04/01/17-03/31/21</u> | <u>12.69</u> | <input type="checkbox"/> |
| <u>Trustee</u> | <u>6</u> | <u>JULIA ROBINSON</u> | <u>9578</u> | | <input type="checkbox"/> | <u>01/01/17-03/31/21</u> | <u>11.42</u> | <input type="checkbox"/> |
| Appointed Officials | | | | | | | | |
| | | | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> | | | <input type="checkbox"/> |

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, _____, secretary/clerk of the governing board of the _____, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

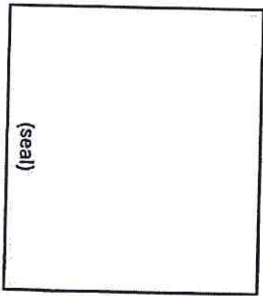
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ of _____, 20____ on this _____ day of _____, 20____ (Signature of the secretary or clerk) _____ (Name of Employer)

Affidavit of Posting: I, _____, being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the _____ (Date) _____

Employer's website at _____

Official sign board at _____

Main entrance secretary or clerk's office at _____



**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

**Intermunicipal Agreement
For Access to Southold Town Data and Information
For the Village of Greenport Tax Bill Preparation**

This Agreement (“Agreement”) is between the **Town of Southold (“Town”)**, a municipal corporation of the State of New York, having an office at **53095 Route 25, Southold, New York 11971**, the **Village of Greenport (“Village”)**, a municipal corporation of the State of New York having an office at **236 Third Street, Greenport, New York 11944**, and **Accela Inc. (“Accela”)** a corporation with offices at **4375 Solution Center, #774375, Chicago, IL 60677**.

Term of Agreement: Shall be from February 1, 2018 through January 31, 2023

Total Cost of Agreement: As provided in this Agreement

Whereas, municipal corporations are authorized by Section 119-O of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

Whereas, the Town maintains certain property records regarding assessments and property information of properties that are located in the Town in the territory of the Village, in an electronic format for tax and assessment purposes; and

Whereas, the Village is responsible to prepare its own tax bills for billing of Village real estate taxes each year and has acquired new software from Accela to compute and process the Village’s tax bills for at least the next five-year period; and

Whereas, the Accela software that was acquired by the Village requires data from the Town’s files in order to compute and process Village tax bills for the Village’s taxes; and

Whereas, the Village and the Town together with the Village’s tax billing software provider, Accela, have agreed to provide temporary access to the data from the electronic files of the Town related to assessment and property information for the sole purpose of enabling the village to do its 2018-2022 tax billing, and the parties are desirous of entering into an intermunicipal agreement for that purpose.

Now Therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Term of this agreement shall be five (5) years from the date herein.
2. The Agreement may be terminated, in whole or in part, by either party on ten (10) days written notice to the other party in the event either party fails to fulfill its obligations under this

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

agreement or in the event continued performance under the terms of this agreement would not be in the best interest of either the Town or the Village. Such notice shall be made in accordance with the Notice provisions below.

3. The agreement shall terminate automatically upon the termination of services of Accela by the Village.

4. All notices required to be given under this agreement shall be sent prepared registered mail, return receipt requested, or as the parties may later determine in writing, to the parties at the following addresses:

| | | |
|--|--|---|
| Town of Southold 53095 Route 25 Southold, NY 11971 Attn: Town Clerk | Village of Greenport 236 Third Street Greenport, NY 11944 Attn: Village Clerk | Accela Inc. 4375 Solution Center #774375 Chicago, IL 60677 |
|--|--|---|

5. Any and all services provided under this agreement shall at all times be under the direction and supervision of the Tax Receiver and Assessor of the Town of Southold, and their interpretations and decisions shall be final and conclusive.

6. The Town shall provide the Village with exclusive access to or electronic copies of the real property assessment and other assessment information that is necessary for the Village to process and complete the 2018-2022 Village Billings.

7. The Town agrees to provide the aforementioned services during the term of this agreement for no consideration due to the substantial consideration that is provided by the Village to the Town with regard to this and other agreements.

8. The Village and Accela agree that the information provided by the Town is and will remain the property of the Town and that the date and information that is shared by the Town with the Village and Accela will not be used by the Village or Accela for any use other than that stated in this agreement, to compute and process the Village's real estate tax bills, and will not be released by either the Village or Accela to or with any other party for any reason. Upon completion of the preparation the village tax bills, the Village will return the database information provided to the Town or destroy the same.

9. The Village and Accela agrees to hold harmless and indemnify the Town and its employees for any damage or liability the Town may incur due to the misuse or improper dissemination of the data provided hereunder.

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

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

11. All provisions as required by law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

12. This agreement shall bind the successors, assigns and representatives of the parties hereto.

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

14. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

In Witness Whereof, this agreement has been executed by the Supervisor of the Town of Southold, who has caused the seal of the Town to be affixed hereto pursuant to resolution of the Town Board dated _____ and by the Mayor of the Village of Greenport, who has caused the seal of the Village to be affixed hereto, pursuant to resolution of the Village Board dated _____.

Town of Southold

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

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

Date: _____

Date: _____

(Town Seal)

(Village Seal)

Accela Inc.

By: _____
Print Name
Title:

Date: _____

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

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

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , 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 whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

STATE OF NEW YORK, COUNTY OF SUFFOLK ss.:

On the day of , 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 whose name is subscribed to the within instrument and acknowledged to me that he/she the executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of person taking the
Acknowledgement

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, by and between the Greenport Open Hockey League., (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 476, Laurel, New York 11948, and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.

2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.

4. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally

suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

7. The term of this agreement shall be from December 1, 2017 until May 1, 2018 unless terminated by one of the parties prior to May 1, 2018. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of breach or default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 1, 2018 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December 2017, January, February, and March, 2018). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2017, January 31, 2018, February 29, 2018, and March 15, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2018, the end of the term of the Agreement.

December estimated total fee: \$1,600 Balance based on actual use due on December 31, 2017
Initial monthly Payment: \$800 (due December 1, 2017)

January estimated total fee: \$1,600 Balance based on actual use due on January 31, 2018
Initial monthly Payment: \$800 (due January 1, 2018)

February estimated total fee: \$1,600 Balance based on actual use due on February 28, 2018
Initial monthly Payment: \$800 (due February 1, 2018)

March estimated total fee (through March 31st): \$1,800 Balance based on actual use due on March 31, 2018.
Initial monthly Payment: \$900 (due March 1, 2018)

9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

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

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Open Hockey League,

P. O. Box 476,
Laurel, New York 11952

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

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

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

Dated:

Greenport Open Hockey League

By: _____

Village of Greenport

By: _____
George Hubbard, Jr., Mayor

GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, by and between the Greenport Hockey Club Ltd., (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 1686, 1755 Laurel Way, Mattituck, New York 11952, and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.

2. The Club will pay the Village the amount of \$100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

6. The term of this agreement shall be from December 1, 2017 until May 1, 2018 Unless terminated by one of the parties prior to May 1, 2018. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2017 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March, 2018). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2017, January 31, 2018, February 28, 2018, and March 31, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2018, the end of the term of the Agreement.

December estimated total fee: \$4,925 Balance based on actual use due on January 31, 2018
Initial monthly Payment: \$2,462.50 (due January 1, 2018)

January estimated total fee: \$5,000 Balance based on actual use due on January 31, 2018
Initial monthly Payment: \$2,500 (due January 1, 2018)

February estimated total fee: \$4,500 Balance based on actual use due on February 28, 2018
Initial monthly Payment: \$2,250 (due February 1, 2018)

March estimated total fee : \$4,825 Balance based on actual use due on March 31, 2018.
Initial monthly Payment: \$2412.50 (due March 1, 2018)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than \$1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a \$2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

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

12. This Agreement shall not be assignable by the Club.

15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Hockey Club Ltd.,
P. O. Box 1686,
1755 Laurel Way
Mattituck, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk

Village of Greenport
236 Third Street
Greenport, New York 11944

16. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

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

Dated:

Greenport Hockey Club Ltd.

By: _____

Village of Greenport

By: _____
George Hubbard, Jr., Mayor

November 17, 2017

BOARD OF TRUSTEES
VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING ABANDONMENT
OF A PORTION OF JOHNSON COURT

WHEREAS the Board of Trustees of the Village of Greenport is considering a proposed abandonment of a portion of the undeveloped and unused paper roadway Johnson Court that is in front of the property 324 Johnson Court to the adjoining property owner Habitat for Humanity, and;

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Board of Trustees of the Village of Greenport in its consideration and possible action on the proposed abandonment with regard to SEQRA, it is therefore;

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

RESOLVED that the Board of Trustees hereby determines that this approval of the abandonment of a portion of Johnson Court 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 abandonment of a portion of Johnson Court;

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, and that it is therefore;

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA; and it is further

RESOLVED that this action is consistent with the LWRP.

Upon motion of Trustee _____ seconded by Trustee _____,

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

November 17, 2017

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION APPROVING ABANDONMENT OF A PORTION OF
JOHNSON COURT IN THE VILLAGE OF GREENPORT

WHEREAS the Board of Trustees of the Village of Greenport on May 26, 2016 Adopted a resolution transferring the property 324 Johnson Court (the "Habitat property") to the Habitat for Humanity for the purpose of developing low income housing; and

WHEREAS the 35 foot portion Johnson Court that is front of the property 324 Johnson Court exists as a paper street in the Village of Greenport, only, in that the last 35 feet of the westerly terminus of Johnson Court has never been opened, improved, or used for public access to any other street or property, and;

WHEREAS the owner on both sides of the last 35 feet of Johnson Court is the Village of Greenport, and no other party, and;

WHEREAS the 35 foot portion of Johnson Court in question as indicated on a survey entitled Survey of Property Abandonment Map dated September 19, 2017 by Peconic Surveyors is not used and is not necessary for any municipal or public purpose, it is therefore;

RESOLVED that the Village of Greenport hereby abandons to Habitat for Humanity the adjoining property owner of the property consisting of a portion of 324 Johnson Court as indicated on the Survey and Abandonment map and authorizes the Mayor, the Village Clerk and the Village Attorney to prepare, execute and record such documents as are required to complete this abandonment.

Upon motion of Trustee _____ seconded by Trustee _____,

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

CERTIFICATE OF ABANDONMENT OF
SUBDIVISION OF PART THEREOF
PURSUANT TO Subdivision 3 OF SECTION 335
OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

The Incorporated Village of Greenport, a municipal corporation having offices located at 236 Third Street, Greenport, NY 11944, County of Suffolk, State of New York and Habitat for Humanity of Suffolk, Inc, having offices located at 643 Middle Country Road, Middle Island, NY 11953, State of New York for the purposes of abandoning and canceling the subdivision of those certain tracts of land owned by them and hereinafter described pursuant to Subdivision 3 of Section 335 or the Real Property Law Of the State of New York, do hereby certify:

1. That annexed hereto is a certified description of certain tracts of land situated in the Incorporated Village of Greenport, County of Suffolk and State of New York. in lots, plots, blocks, or sites, entitled and named as "Described property known by Suffolk County Tax map Number 1001-002.00-04.00-001.000 and the adjacent 35 foot by 33 foot parcel of Road bed known as the terminus end of Johnson Court " more fully described on said description being attached hereto and made a part hereof and marked as schedule "A".
2. That more than 20 years have elapsed since the filing of said map.
3. That the tracts of land owned by the undersigned, the subdivision or parts thereof which are to be abandoned and cancelled, are situated in the Incorporated village of Greenport. County of Suffolk and State of New York, having an area of 2,786 square feet and 1,155 square feet, and are known and described as set forth in the description annexed hereto and made a part hereof as Schedule "A".
4. The following streets and portion thereof on said map are within the bounds of the said tract of land owned by the undersigned and which are to be abandoned and are herein before described, namely..324 Johnson Court and the southerly adjacent portion of Johnson Court, see Schedule "A" annexed hereto.
5. Said applicants are the owners of said tracts of land described in the description annexed hereto as Schedule "A".
6. Endorsed hereon is the approval of the Assessor to the Board of Assessors of the Incorporated village of Greenport.
7. Submitted herewith is an abstract of Title as said tract of land to be abandoned covering a period of at least (20) twenty years last past and a certificate. To the effect that there are no unpaid tax liens against said lands to be approved by the County Clerk of Suffolk County at the time of recording hereof.

8. That the said property described in schedule "A" is not used by any persons whatsoever except the applicants.
9. That the property to be abandoned herein is not maintained by or dedicated to the Incorporated Village of Greenport.

The DECLARANT shall save, indemnify and hold harmless the INCORPORATED VILLAGE OF GREENPORT, any and all employees from and against all loss or expense for any damages or claims of damages arising out of this agreement.

IN WITNESS WHEREOF this Certificate is made and executed at Greenport, New York this _____ day of _____, 2017.

BY:

Incorporated Village of Greenport

Diane Burke, CEO and Executive Director
Habitat for humanity of Suffolk, Inc.

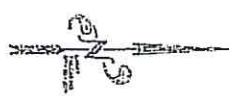
STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)

ACKNOWLEDGEMENT

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and DIANE BURKE, 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 she/he/they executed the same in her/his/their capacity (ies), and that by her/his/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgement

SCHEDULE "A" (metes and bounds description of area to be abandoned from original filed map)



WEBB STREET

3rd STREET (RAILROAD AVE)

VILLAGE OF GREENPORT

VILLAGE OF GREENPORT

TO BE
ABANDONED
AREA-185 50FT.

JOHNSON ASPHALT COURT

1 STY. HOUSE

2 STY. FR. HOUSE
CORDEE SMITH
RUSSELL SMITH
N/O/F

DIRT

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF THE PROFESSIONAL ETHICS OF THE SURVEYOR. THIS SURVEY IS NOT VALID FOR THIS USE AND COPIES THEREOF MUST BE MADE BY THE LICENSED SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

SURVEY OF PROPERTY
AT THE VILLAGE OF
GREENPORT
TOWN OF SOUTHDOWN
SUFFOLK COUNTY, N.Y.
1001-02-04-01
SCALE: 1" = 20'
SEPTEMBER 19, 2017

RECONIC SURVEYORS, P.C.
1230 TRAVELER STREET
SOUTHOLD, N.Y. 11971
17-105

SUGGESTED DESCRIPTION OF PROPERTY

AT GREENPORT

SCTM#1001-02-04-01

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH BUILDINGS AND IMPROVEMENTS HEREON INCLUDING A PORTION OF JOHNSON COURT, SITUATE, LYING AND BEING IN GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF WEBB STREET AT THE INTERSECTION FORMED BY THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF SMITH, WITH THE SOUTHERLY SIDE OF WEBB STREET DISTANT 240.00 FEET WESTERLY FROM THE WESTERLY SIDE OF 3RD STREET (AKA RAILROAD AVENUE);

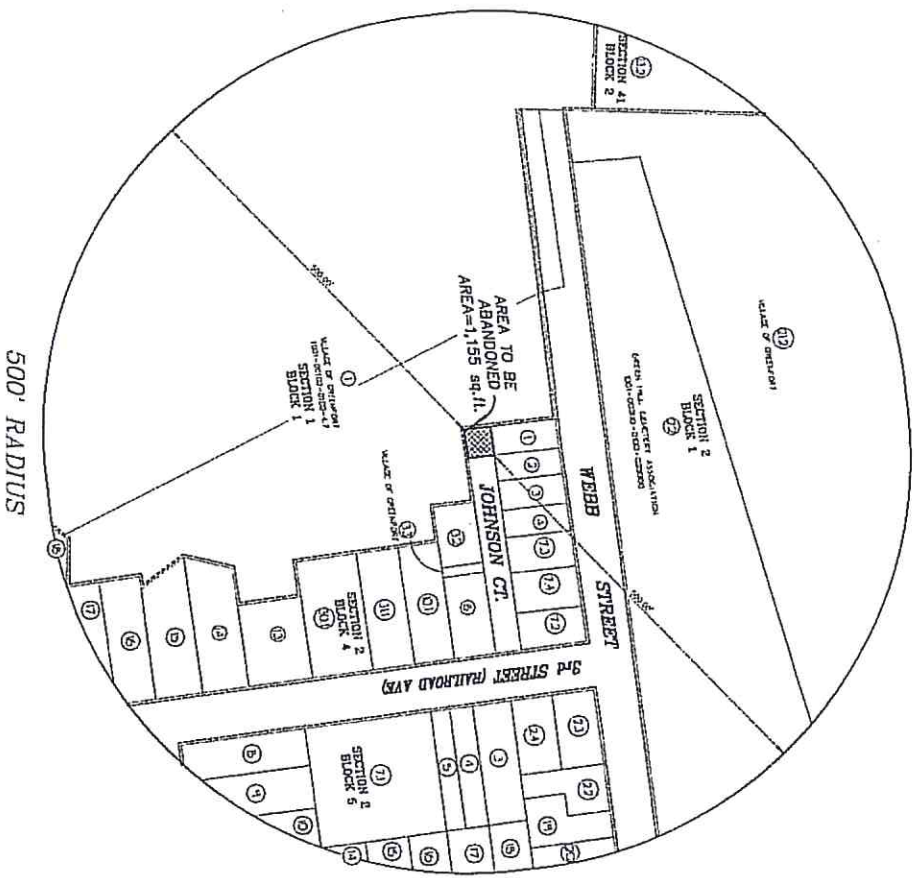
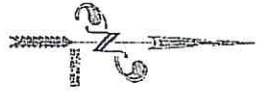
RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION ALONG LANDS NOW OR FORMERLY OF SMITH AND THROUGH A PORTION OF JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 112.62 FEET TO A POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT;

THENCE SOUTH 83 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT;

THENCE NORTH 6 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 112.56 FEET TO THE SOUTHERLY SIDE OF WEBB STREET;

THENCE NORTH 83 DEGREES 04 MINUTES 30 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT AND PLACE OF BEGINNING.





500' RADIUS MAP
 AT THE VILLAGE OF
 GREENPORT
 TOWN OF SOUTHDOWN
 SUFFOLK COUNTY, N.Y.
 1001-02-04-01
 SCALE: 1" = 100'
 SEPTEMBER 19, 2017

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PER SECTION 2209-SUBDIVISION 2. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

John M. [Signature]
 LICENSED SURVEYOR, P.E.
 (611) 765-5020 FAX: (611) 765-1797
 P.O. BOX 909
 1220 TRAVELER STREET
 SOUTHOLD, N.Y. 11977

17-105