



*March 24, 2016 at 7:00 PM*  
*Mayor and Board of Trustees - Regular Meeting*  
*Third Street Firehouse*  
*Greenport, NY 11944*

236 Third Street  
Greenport NY  
11944

Tel: (631)477-0248  
Fax: (631)477-1877

**MAYOR**

GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE**

**ADMINISTRATOR**

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

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

- o Anna M. Ciacia
- o Margaret V. Deale
- o Irene Barbara Ernest
- o Eunice Peterson Gardiner
- o Frank R. Kruszski
- o Karen Ann Polk
- o Marjorie Tonsmeire

**ANNOUNCEMENTS**

- o Paul Maffettone of Michael's Hope will host a Narcan workshop at the Old Schoolhouse from 5:30 - 7:30 p.m. on March 31, 2016.
- o The Annual Organizational Meeting will be held on April 7<sup>th</sup> at 6 p.m. at the Old Schoolhouse.
- o The Tentative Budget Hearing will be held at 6:00 p.m. on April 14<sup>th</sup> at the Old Schoolhouse.
- o The venue for the April 21, 2016 work session meeting of the Board of Trustees has been changed to the Old Schoolhouse.

**PRESENTATION**

- o Sarah Philips and Ian Wile
- o Erin Short of Tall Ships America

**LIQUOR LICENSE APPLICATION**

- o New application from Tikal I at 110 Front Street
- o New application from Rhumblin at 34-36 Front Street

**PUBLIC HEARINGS**

- o Wetlands Permit Application for Stephen Bull for 24 Beach Road (Application Withdrawn by Applicant)
- o Proposed amendment to Chapter 132 (Vehicles and Traffic) of the Greenport Village Code, creating new parking regulations

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 03-2016-1**

RESOLUTION adopting the March, 2016 agenda as printed.

**RESOLUTION # 03-2016-2**

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

**RESOLUTION # 03-2016-3**

RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on March 17, 2016:

Resolution postponing the public hearing scheduled for March 24, 2016 for 24 Beach Road, at the applicant's request.

**FIRE DEPARTMENT****RESOLUTION # 03-2016-4**

RESOLUTION approving the closing of Third Street from Center to South Streets from 12:30 p.m. - 1:30 p.m. on April 23, 2016 for the "Wetdown" event at the Village of Greenport Fire Department Third Street Station.

**RESOLUTION # 03-2016-5**

RESOLUTION confirming that the Board of Trustees of the Village of Greenport determines that the fire truck known as "the old 8-3-3" is no longer usable by the Village of Greenport for fire or municipal purposes by the Village and hereby declares "the old 8-3-3" as surplus equipment, and the Board of Trustees further determines that the truck is of nominal value and agrees to transfer title to "the old 8-3-3" truck to the Fort Lawn, South Carolina Fire Department, which has a use for the truck, in the interest of municipal cooperation.

**VILLAGE ADMINISTRATOR****RESOLUTION # 03-2016-6**

RESOLUTION approving the attendance of Village Administrator Pallas and Trustee Robins at the NYAPP Annual Conference in Saratoga Springs, New York from April 20th, 2016, through April 22nd, 2016, at a conference cost of \$225.00 per person and a room rate, inclusive of meals, of \$393.00 total, per person. Conference fees and all applicable travel costs are to be expensed from account E.0781.100 (Executive Department).

**RESOLUTION # 03-2016-7**

RESOLUTION accepting the proposal as submitted by D&B Engineers and Architects, P.C. per the bid opening on March 17, 2016 to prepare engineering plans for the road re-construction of Carpenter Street between Bay Avenue and Central Avenue, and South Street between Fourth Avenue and Fifth Avenues, at a total cost of \$ 26,000.00; to be expensed from account H.5110.400 (Road Construction Contractual Expense).

**RESOLUTION # 03-2016-8**

RESOLUTION accepting the proposal as submitted by J.R. Holzmacher, P.E. LLC, dated per the bid opening on March 17, 2016 to prepare engineering plans for the re-construction of the retaining wall at the Village of Greenport Waste Water Treatment Plant, at a total cost of \$ 19,550.00, to be expensed from account G.8120.200 (Structures).

**RESOLUTION # 03-2016-9**

RESOLUTION accepting the proposal as submitted by Riverhead Ford, per the bid opening on March 17, 2016 for the purchase of a used pick-up truck with plow for the Road Department, at a total cost of \$ 34,780.00; to be expensed from account A.5110.200 (Street Maintenance Equipment).

**RESOLUTION # 03-2016-10**

RESOLUTION authorizing an increase in the hourly wage rate of Charles Bumble III from \$14.56 to \$16.00 per hour, effective March 2, 2016 owing to the acquired substantial expertise in his area of employment by virtue of work experience, per Article VII, Section 9(b) – Merit Clause - of the current collective bargaining agreement in force between the Village of Greenport and the CSEA Local 1000.

**RESOLUTION # 03-2016-11**

RESOLUTION hiring Gabriella Pope as a part-time worker at the Village of Greenport Carousel, at a pay rate of \$ 9.00 per hour, effective March 24, 2016.

**VILLAGE TREASURER****RESOLUTION # 03-2016-12**

RESOLUTION approving the agreement between Munistat Services Inc. and the Village of Greenport with respect to the Annual Information Statement as required by the U.S. Security and Exchange Commission, at a cost of \$ 3,500.00, to be expensed proportionately from the General, Water, Electric and Sewer funds; and further authorizing Mayor Hubbard to execute the agreement.

**RESOLUTION # 03-2016-13**

RESOLUTION hiring Joseph O'Byrne as a full-time Account Clerk Typist, at a rate of \$12.00 per hour, and including all benefits applicable to a full-time employee under the current collective bargaining agreement between the Village of Greenport and the CSEA Local 1000. The requisite six-month probationary period will begin on the effective hire date of hire of March 25, 2016.

**RESOLUTION # 03-2016-14**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer # 2394, to fund the purchase of a used plow truck for the Road Department, and directing that Budget Transfer # 2394 be included as part of the formal meeting minutes for the March 24, 2016 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2016-15**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2396, to fund the preparation of the engineering plans for the road re-construction of Carpenter Street between Bay and Central Avenues, and South Street between Fourth and Fifth Avenues;, and directing that Budget Amendment # 2396 be included as part of the formal meeting minutes for the March 24, 2016 regular meeting of the Board of Trustees.

**RESOLUTION # 03-2016-16**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2397, to fund the preparation of the engineering plans for the re-construction of the retaining wall at the Waste Water Treatment Plant, and directing that Budget Amendment # 2397 be included as part of the formal meeting minutes for the March 24, 2016 regular meeting of the Board of Trustees.

**VILLAGE CLERK****RESOLUTION # 03-2016-17**

RESOLUTION approving the request of the Greenport Business Improvement District to use a portion of Mitchell Park from 9 a.m. through 11 a.m. on March 26, 2016 for an Easter Egg Hunt / Roll, and further approving that the Village provide one free ride on the Village of Greenport Carousel for each child participating in the event.

**RESOLUTION # 03-2016-18**

RESOLUTION approving the request of the Business Improvement District to hold a "sidewalk sale" on May 7th, with the understanding that pedestrian access on or to the Village sidewalks will not be obstructed by the wares of any merchant.

**RESOLUTION # 03-2016-19**

RESOLUTION scheduling the 2016 Annual Organizational Meeting for 6:00 p.m. on April 7, 2016 at the Old Schoolhouse and directing Clerk Pirillo to notice the meeting accordingly.

**RESOLUTION # 03-2016-20**

RESOLUTION scheduling a public hearing for the Tentative Village of Greenport Budget for Fiscal Year 2016/2017 for 6:00 p.m. on April 14, 2016 at the Old Schoolhouse and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 03-2016-21**

RESOLUTION scheduling a public hearing for 7:00 p.m. on April 28, 2016 at the Third Street Firehouse, Greenport, New York, 11944 for the Wetlands Permit Application submitted by Robert Bohn on behalf of Sterling Cove Condominiums, to install a new bulkhead in front of the existing bulkhead, approximately 140' and fill the area behind with 50 yards of clean sand, and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 03-2016-22**

RESOLUTION directing the Conservation Advisory Council to review the Wetlands Permit Application submitted by Robert Bohn on behalf of Sterling Cove Condominiums, and directing that the corresponding report from the Conservation Advisory Council be provided to the Village Board of Trustees by no later than April 14, 2016.

**RESOLUTION # 03-2016-23**

RESOLUTION adopting the attached SEQRA resolution regarding the proposed local law of 2016 amending Chapter 132 of the Village of Greenport Code (Vehicles and Traffic); adopting lead agency status, determining the adoption of the local law to be an unlisted action, determining that the adoption of the local law will not have a significant impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA, as stated in the attached resolution, adopting Local Law # \_\_\_\_ of 2016, amending Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code.

**RESOLUTION # 03-2016-24**

RESOLUTION adopting Local Law # \_\_\_\_ of 2016, amending Chapter 132 (Vehicles and Traffic), Section 57, Schedule XIX (Handicapped Parking Spaces) of the Village of Greenport Code.

**RESOLUTION # 03-2016-25**

RESOLUTION approving the Public Assembly Permit Application submitted by the East End Seaport Museum for the use of various Village streets and facilities, including Mitchell Park, from 7:00 a.m. through 5:00 p.m. from September 23, 2016 through September 25, 2016; for the annual Maritime Festival.

**RESOLUTION # 03-2016-26**

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, for the Festival parameters of the East End Seaport Museum Maritime Festival, from 9:00 am. through 5:00 p.m. on September 24, 2016 and September 25, 2016 for the annual Maritime Festival.

**RESOLUTION # 03-2016-27**

RESOLUTION approving the Government Meeting Management Software agreement between Accela Legislative Management and the Village of Greenport for the unlimited live streaming of Village meetings, at a cost of \$ 357.00 per month, with one month free; to be expensed from the corresponding accounts.

**VILLAGE ATTORNEY****RESOLUTION # 03-2016-28**

RESOLUTION authorizing the Village Attorney to work on the transfer of a Village Property which was obtained by the Village of Greenport from Suffolk County for work-force or low-income housing to Habitat for Humanity, and discussing the terms of an agreement with Habitat for Humanity, and further authorizing the Village of Greenport to send a letter to Suffolk County requesting permission to transfer the property to Habitat for Humanity, to be developed for low-income or work-force housing, and also requesting a two-year extension of the time for the housing to be constructed and occupied.

**RESOLUTION # 03-2016-29**

RESOLUTION authorizing the sending of a letter to the New York State Liquor Authority stating that the Village of Greenport has concerns regarding the re-issuance of a liquor license for Rhumblin while building violations concerning the use of the premises are outstanding.

**MAYOR****RESOLUTION # 03-2016-30**

RESOLUTION scheduling a public hearing for April 28, 2016 for a local law amending Chapter 132 (Vehicles and Traffic), Section 39, Schedule I : One-Way Streets of the Village of Greenport Code, to make Wiggins Street a two-way street; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 03-2016-31**

RESOLUTION scheduling a public hearing for April 28, 2016 for a local law amending Chapter 132 (Vehicles and Traffic), Section 43, Schedule V: Stop Intersections, of the Village of Greenport Code, to add a stop sign at Third and Wiggins Streets; and directing Clerk Pirillo to notice the public hearing accordingly.

**RESOLUTION # 03-2016-32**

RESOLUTION approving the creation of a letter of support for the NOAA Community-Based Restoration Program Coastal and Marine Habitat Restoration Grant # NOAA-NMFS-HCPO-2016-2004800, and authorizing Mayor Hubbard to sign the letter of support for the corresponding project being undertaken by Widows Hole Oysters.

**RESOLUTION # 03-2016-33**

RESOLUTION approving the gratis dockage of the Yacht America on June 8, 9 and 10, 2016 at the Village of Greenport Mitchell Park Marina, for the purposes of including STEM educational programs for children aboard the vessel.

**BOARD OF TRUSTEES****RESOLUTION # 03-2016-34**

RESOLUTION to request pro-bono, third-party legal opinions on the feasibility of a per passenger, per trip fee attached to North Ferry Company fares to compensate the Village of Greenport.

**VOUCHER SUMMARY****RESOLUTION # 03-2016-35**

RESOLUTION approving all checks per the Voucher Summary Report dated March 18, 2016, in the total amount of \$ 284,906.47 consisting of:

- o All regular checks in the amount of \$ 211,650.68, and
- o All prepaid checks (including wire transfers) in the amount of \$ 73,255.79.

Phone: (631) 331-8888  
Fax: (631) 331-8834



# MUNISTAT SERVICES INC.

Municipal Finance Advisory Service

Website: [www.munistat.com](http://www.munistat.com)

• *Serving Municipalities and School Districts in New York State Since 1977* •

12 Roosevelt Avenue  
Port Jefferson Station, New York 11776



February 18, 2016

Robert W. Brandt  
Treasurer  
Village of Greenport  
236 Third St.  
Greenport, NY 11944

Re: SEC Filing Requirement

Dear Robert:

We are hereby offering our services to the Village with respect to the preparation and filing of the Annual Information Statement as required by SEC Rule 15c2-12 with respect to the issuance of each of the Village's Serial Bonds.

Enclosed are forms setting forth the contractual arrangement between the Village and Munistat Services, Inc. These forms are required by the rules and regulations promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board, as required by the Dodd-Frank Financial Reform Act. Please execute each of the documents where indicated and return them to us as soon as possible. Also, please feel free to contact us if you have any questions or comments regarding the documents.

Thank you for the opportunity to offer our services to the Village. We look forward to working with you and your staff in the 2016 – 2017 year.

Very truly yours,

Noah Nadelson  
Chief Executive Officer

NN:cs



## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of February 18, 2016 (the "Effective Date") between the Village of Greenport, ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the preparation and filing of the Village's Statement of Financial and Operating Information ("Work Order"), and Munistat desires to provide services to the Village in connection with such Work Order.

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth on Appendix A hereto, and Munistat's services as the Village's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until any such Work Order is completed or until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth on Appendix B.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services.
4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth on Appendix B attached hereto and incorporated herein by reference.
5. Indemnity. The Village hereby agrees to indemnify Munistat, defend and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Munistat's acceptance, administration, or performance of its duties hereunder, except such as may arise from Munistat's own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

6. Dodd-Frank Compliance. Munistat is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this registration, Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the District's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional disclosures to the Village. In this regard, Village hereby authorizes the Treasurer to acknowledge any such additional disclosures of Munistat on behalf of the Village.

*[Signature page follows]*

SIGNATURE PAGE

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

VILLAGE OF  
GREENPORT

MUNISTAT SERVICES, INC.

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

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

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

Name: Noah Nadelson

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

Title: Chief Executive Officer

APPENDIX A

SERVICES

FOR THE SEC FILING REQUIREMENT

As the Village's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statement as required and will file it together with the audited financial statements of the Village, on or before the due date with the SEC's designated repositories in accordance with SEC Rule 15c12-12 and the Village's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notices of Material Events with the SEC's Designated Information Repositories.

APPENDIX B

**FEE SCHEDULE**

The all inclusive fee for our services will be \$3,500. The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution, submission of documents to ratings agencies, copies and scanning are included in the fees set forth above.

## APPENDIX C

### DISCLOSURE OF CONFLICTS OF INTEREST

#### VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used.

**Forms of compensation; potential conflicts.** The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

#### OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

There are no material conflicts of interest known to Munistat as of the date of this Agreement.







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

Year: 2016 Period: 3 Trans Type: B2 - Amend Status: Batch  
Trans No: 2397 Trans Date: 03/21/2016 User Ref: ROBERT  
Requested: P. PALLAS Approved: Created by: ROBERT 03/21/2016  
Description: TO APPROPRIATE FUND BALANCE TO FUND AN ENGINEERING STUDY FOR Account # Order: No  
THE WWTP RETAINING WALL Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	19,550.00
G.8120.200	STRUCTURES..	19,550.00
	<b>Total Amount:</b>	<u>39,100.00</u>

BOARD OF TRUSTEES  
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132 (VEHICLES AND TRAFFIC) OF  
THE VILLAGE OF GREENPORT CODE

WHEREAS The Village of Greenport intends to designate additional handicap parking spaces and create a new Section 132-58 of the Village of Greenport Code; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the designation of additional handicap parking spaces and create a new Section 132-58 of the Village of Greenport Code, and; within 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 consideration and approval of the designated additional handicap parking spaces and creation of a new Section 132-58 of the Village of Greenport Code within the Village of Greenport and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the designated additional handicap parking spaces and creation of a new Section 132-58 of the Village of Greenport Code within the Village of Greenport is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the additional handicap parking spaces and creation of a new Section 132-58 of the Village of Greenport Code within the Village of Greenport:

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: March 21, 2016

February 15, 2016

LOCAL LAW NO. OF THE YEAR 2016  
AMENDING CHAPTER 132 OF THE GREENPORT VILLAGE CODE  
FOR ADDITIONAL HANDICAP DESIGNATED PARKING SPACES IN  
AND TO CREATE SECTION 132-58  
GREENPORT VILLAGE CODE

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

Section 1.0 Enactment, Effective Date,  
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-57 to designate handicap parking spaces

2.2 Creation of Section 132-58

2.3 Amendment to Section 132-37

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2016 Amending Chapter 132 of the Greenport Village Code to amend Section 132-57 for the designation of additional handicap parking spaces and for the creation of a new Section 132-58".

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State

of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2016, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to create two additional handicap parking spaces in the Village to accommodate necessary handicap access and to provide for the efficient administration of the parking code and enforcement of parking offenses in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-57 of the Greenport Village Code shall be amended to add the following additional handicap parking spaces:

Name of Street	Number of Spaces	Location
519 Fourth Avenue	1	in front of Congregation Tifereth Israel
768 Main Street	1	in front of Holy Trinity Church

2.2 Section 132-58 of the Greenport Village Code shall be created to read as follows:

“132-58

- A. No person shall double-park a vehicle on any highway or roadway in the Village of Greenport.
- B. No person shall park a vehicle in whole or part on a sidewalk located adjacent to a highway or roadway in the Village of Greenport.
- C. No vehicle shall be parked upon any public highway or roadway without first being registered and inspected pursuant to the Vehicle and Traffic Law of the State of New York.
- D. On a one-way roadway, vehicles shall be parked facing in the direction of authorized traffic movement; on a two-way roadway, such motor vehicle shall be facing in the direction of authorized traffic movement on that portion of the roadway on which the vehicle rests.
- E. No person shall park a vehicle so as to obstruct any driveway except with express permission of the owner.

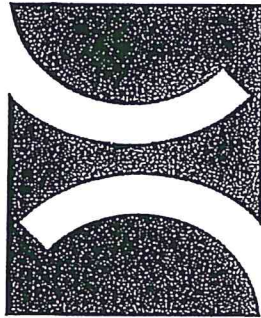
2.3 Amendment to Section 132-37

- A. The current Section 132-37(C) shall be re-designated as Section 132-37(D).
- B. A new Section 132-37(C) shall be created to read as follows:

“C. The fine for a violation of any Section of this Chapter that is not specified otherwise shall be \$50. Late payment penalties or late payment penalties described in D. herein and otherwise shall be in addition to the fine of \$50.”.

3.0 Severability

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



# Accela

Legislative Management

## **Government Meeting Management Software**

**The Village of Greenport, NY**

Submitted By:

**Kevin Strauss**  
Business Development Executive

Accela, Inc.  
2633 Camino Ramon, Suite 500  
San Ramon, CA 94583  
(631) 389-3691

3/4/2016



## Accela – Legislative Management - Terms, Conditions and Pricing for The Village of Greenport, NY

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**1. IMPORTANT NOTICE TO USER:** Accela, Inc. ("Accela") owns all intellectual property in the software products listed in Section 6 below, (collectively "Software"). Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of California.

**2. Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

### **3. Continued Services**

**3.1 Updates and Renewals.** If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

**3.2 Hosting.** Accela agrees to maintain Customer data in a secure datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

**3.3 Ownership of Data.** All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

### **4. Payment Terms & Fees**

**4.1 Term and Termination.** Subscription terms are twelve (12) calendar months in duration. The initial Term of this Agreement is effective as of the date of the Customer's signature ("Effective Date") and will continue for 12 months. At the end of the initial 12 month term, Customer's subscription will renew for an additional term unless terminated as provided herein. Accela reserves the right to increase the annual fees by 5% on the anniversary date of each annual term. This agreement can be terminated at any time with 30 days prior written notice.

**4.2 Payment Terms.** Subscription Services of \$357 per month billing will commence on 5/1/2016. Each subsequent payment will occur on the 1<sup>st</sup> of each month. Payment Terms are NET 30 Days from the invoice date.

**4.3 On-Site Support and Expenses.** Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

**4.4 Hardware.** Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka MediaTraq) video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services is to be returned to Accela upon termination of associated services.

**5. Limitation of Liability.** Accela will, at all times during the Agreement, maintain appropriate insurance coverage. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.





**6. Pricing Structure:**

<u>Description</u>	<u>Monthly SaaS</u>	<u>One Time</u>
Civic Streaming – Unlimited	\$357 / mo	
System Configuration, Implementation & Training		Waived/Included
<b>Total – Monthly SaaS</b>	<b>\$357/ mo</b>	

**7. Alternate Terms Disclaimed.** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

**The Village of Greenport, NY**

**Accela, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Billing Contact:

\_\_\_\_\_  
Billing Address: