



**August 26, 2021 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

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Nicole Elizabeth Eckardt
Donald Hermance
Merrell Smith Nelson
Seth Thomas Tramontana

ANNOUNCEMENTS

The fifth and final Dances in the Park performance for the 2021 season will take place this coming Monday – August 30, 2021.

The Village offices will be closed on September 6, 2021 in celebration of Labor Day.

The annual East End Seaport Museum Maritime Festival is scheduled to take place on September 18, 2021 and September 19, 2021.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 08-2021-1**

RESOLUTION adopting the August, 2021 agenda as printed.

RESOLUTION # 08-2021-2

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

RESOLUTION # 08-2021-3

RESOLUTION ratifying the following resolution approved at the August 19, 2021 Work Session Meeting of the Village of Greenport Board of Trustees:

Resolution approving the Public Assembly Permit Application submitted by Ashley Santacroce on behalf of Classy Cab, Inc. for the use of a portion of Fifth Street Beach/Park from 1:00 p.m. through 6:00 p.m. on September 12, 2021 for a "Back to School" event.

FIRE DEPARTMENT**RESOLUTION # 08-2021-4**

RESOLUTION approving the application for membership of James Best to Standard Hose Company # 4 of the Village of Greenport Fire Department, as approved on August 18, 2021 by the Village of Greenport Fire Department Board of Wardens.

RESOLUTION # 08-2021-5

RESOLUTION approving the application for membership of Patrick Brennan to Star Hose Company # 3 of the Village of Greenport Fire Department, as approved on August 18, 2021 by the Village of Greenport Fire Department Board of Wardens.

RESOLUTION # 08-2021-6

RESOLUTION approving the application for a transfer of membership of Susano Jimenez, for a transfer from Eagle Hose Company # 1 of the Village of Greenport Fire Department to Standard Hose Company # 4 of the Village of Greenport Fire Department, as approved on August 18, 2021 by the Village of Greenport Fire Department Board of Wardens.

VILLAGE ADMINISTRATOR**RESOLUTION # 08-2021-7**

RESOLUTION approving the attached SEQRA resolution regarding the proposed Licensing and Construction, Management, and Operations Agreement ("Agreement") between the Village of Greenport and the Rotary Club of Greenport, New York for the licensing, construction and operation of a miniature railroad in a portion of the Village-owned property known as Moore's Woods in the Village of Greenport; adopting lead agency status, determining that the approval of the Agreement is an Unlisted Action for purposes of SEQRA that will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 08-2021-8

RESOLUTION approving the attached Licensing, and Construction, Management, and Operation Agreement between the Village of Greenport and the Rotary Club of Greenport, New York for the lease of a portion of Village-owned property at Moore's Lane for the placement and operation of a miniature railroad, and authorizing Mayor Hubbard to sign the Agreement between the Village of Greenport and the Rotary Club of Greenport.

RESOLUTION # 08-2021-9

RESOLUTION allowing Village Administrator Paul J. Pallas, P.E. to request information, and possibly permission, from the New York Power Authority regarding the implementation of net metering in the Village of Greenport.

VILLAGE TREASURER**RESOLUTION # 08-2021-10**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4859 to appropriate reserves to fund the Moore's Lane Paving Project, and directing that Budget Amendment # 4859 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-11

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4861 to appropriate reserves to fund the Headworks Screen Repair at the Wastewater Treatment Plant, and directing that Budget Amendment # 4861 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-12

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4862 to appropriate reserves to fund the continuing rental of the Central Pump Station generator, and directing that Budget Amendment # 4862 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4863 to appropriate reserves to fund engineering services for the Wastewater Treatment Plant Drainage Improvements Project, and directing that Budget Amendment # 4863 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-14

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4867 to appropriate reserves to fund the Ultra Violet System repair at the Wastewater Treatment Plant, and directing that Budget Amendment # 4867 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-15

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4868 to appropriate reserves to fund the CCTV inspection and high pressure jetting of specified Village sewer pipes at Fifth Street and at Front Street, and directing that Budget Amendment # 4868 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-16

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4871 to appropriate reserves to fund the pump repair at Claudio's Pump Station, and directing that Budget Amendment # 4871 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

RESOLUTION # 08-2021-17

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4873 to appropriate reserves to fund the computer server upgrade, and directing that Budget Amendment # 4873 be included as part of the formal meeting minutes of the August 26, 2021 Regular Meeting of the Board of Trustees.

VILLAGE CLERK

RESOLUTION # 08-2021-18

RESOLUTION ratifying the hiring of Payton Lazenby as a part-time, seasonal Carousel employee at an hourly wage rate of \$14.00 per hour, effective July 31, 2021.

RESOLUTION # 08-2021-19

RESOLUTION ratifying the re-hiring of Jack Muth as a part-time seasonal Lifeguard at an hourly wage rate of \$19.00 per hour, effective August 7, 2021.

RESOLUTION # 08-2021-20

RESOLUTION ratifying an hourly pay increase for Stephanie King, from \$15.00 per hour to \$17.00 per hour, effective August 11, 2021.

RESOLUTION # 08-2021-21

RESOLUTION authorizing the Village of Greenport to conduct a lottery for five (5) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the western portion of Moore's Woods, beginning October 1, 2021.

TRUSTEES

RESOLUTION # 08-2021-22

RESOLUTION approving the attached SEQRA resolution regarding the proposed amendment to Chapter 132 (Vehicles and Traffic), Section 50, Schedule XII (Loading Zones) of the Village of Greenport Code; adopting lead agency status, determining the adoption of the local law amending Chapter 132 to be an Unlisted Action, determining that the adoption of the local law will not have a significant negative impact on one or more aspects of the environment and adopting a negative declaration for purposes of SEQRA.

RESOLUTION # 08-2021-23

RESOLUTION adopting Local Law # _____ of 2021, amending Chapter 132 (Vehicles and Traffic), Section 50, Schedule XII (Loading Zones) of the Village of Greenport Code; adopting new regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village of Greenport without obstruction of the loading or of nearby parking.

VILLAGE ATTORNEY**RESOLUTION # 08-2021-24**

RESOLUTION approving the Settlement Agreement and Releases dated August 26, 2021 between the Village of Greenport and Genesys Engineering, P.C. related to various engineering services regarding upgrades to the Village of Greenport's electrical power distribution system and generator plant, and authorizing Mayor Hubbard to sign the Settlement Agreement and Releases on behalf of the Village of Greenport.

VOUCHER SUMMARY**RESOLUTION # 08-2021-25**

RESOLUTION approving all checks for Fiscal Year 2020/2021 per the Voucher Summary Report dated August 23, 2021, in the total amount of \$ 8,874.05 consisting of:

- o All regular checks in the amount of \$ 8,874.05.

RESOLUTION # 08-2021-26

RESOLUTION approving all checks for Fiscal Year 2021/2022 per the Voucher Summary Report dated August 23, 2021 in the total amount of \$ 600,740.88 consisting of:

- o All regular checks in the amount of \$ 575,775.69, and
- o All prepaid checks (including wire transfers) in the amount of \$ 24,965.19.

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE LICENSING AND CONSTRUCTION, MANAGEMENT,
AND OPERATIONS AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND THE ROTARY
CLUB OF GREENPORT, NEW YORK

WHEREAS THE Village of Greenport and the Rotary Club of Greenport, New York intend to enter into a Licensing and Construction, Management, and Operations Agreement for the licensing, construction and operation of a miniature railroad in a portion of the Village-owned area known as Moore's Woods in the Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the Licensing and Construction, Management, and Operations Agreement regarding the licensing, construction, and Operation of a miniature railroad in a portion of the Village-owned area known as Moore's Woods in the Village of Greenport 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 Licensing and Construction, Management, and Operations Agreement regarding the licensing, construction, and operation of a miniature railroad in a portion of the Village-owned area known as Moore's Woods in the Village of Greenport; and it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the Licensing and Construction, Management, and Operations Agreement regarding the licensing, construction and operation of a miniature railroad in a portion of the Village-owned area known as Moore's Woods in the Village of Greenport; is an Unlisted Action for purposes of SEQRA;

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 the 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 otherwise will not have a significant negative impact on one or more of the criteria contained in 6NYCRR617.7; and it is therefore

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

Upon motion by Trustee

/ seconded by Trustee

this resolution is carried as follows:

Dated: August 23, 2021

Changes expected to this agreement

GREENPORT EXPRESS MINI-RAILROAD MUTUAL LICENSE AND CONSTRUCTION, MANAGEMENT AND OPERATION AGREEMENT

This Agreement is entered into on August _____, 2021, by and between the Village of Greenport, a municipal corporation having an office address of 236 Third Street, Greenport, New York 11944 (“Village”) and the Rotary Club of Greenport, New York, a not for profit corporation, with an address of P.O. Box 204, Greenport, New York 11944 (“Rotary”) (jointly the “Parties”) and (the “Agreement”).

WHEREAS, the Rotary Club of Greenport is the owner of certain miniature railroad equipment including but not limited to an engine, cars and tracks and associated equipment (the “Equipment”); and

WHEREAS, the Village of Greenport is the owner of certain real property located on the west side of Moore’s Lane in the Village of Greenport, including property that is adjoining and in the area that is known as Moore’s Woods as indicated on Exhibit A annexed hereto (“Property”) which Property is intended by the Parties to be used for the installation and use of the Equipment for the benefit and enjoyment of the general public pursuant to the terms and conditions herein and the plans approved by the New York State Department of Environmental Conservation dated April 13, 2021 under Permit ID No. 1-47380-02455 (the “Permit”) and the plans prepared by F. Michael Hemmer, L.S., P.C. and J. R. Holzmacher, P.E., LLC, dated September 3, 2020 (the “Plans”), along with the construction of a building to be used for the storage and repair of said miniature railroad engine and cars; and

WHEREAS Rotary, working with the Village, plans to install and restore an operating Mini-Railroad (“Railroad”) that previously operated in the Village of Greenport until ceasing operation several years ago, which Railroad is intended by the Parties to be operated by the Village upon the Property for the benefit and enjoyment of the public and which will hereinafter be referred to as the “Project”; and

WHEREAS, the Project is planned by the Parties to consist of approximately 1,500 feet of narrow gauge rail running partially through and alongside Moore’s Woods together with a storage and maintenance building for the Railroad which building is to be located just north of the Skate Park and just east of Moore’s Woods; and

WHEREAS, the Rotary, through donations and fund raising activities by its charitable division, Rotary Club of Greenport Charitable Fund, will fund the construction of the Project, which the Village agrees to allow to be constructed on the Property pursuant to the Permit and the Plans and as set forth in this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to have the Village operate the said miniature railroad for the benefit and enjoyment of the public in a manner similar to the

operation by the Village of the existing Village carousel located in Mitchell Park in the Village of Greenport; and

WHEREAS, it is the desire and intention of the Parties to set forth their respective rights and obligations regarding the Project and the Railroad in this License and Construction, Management and Operation Agreement;

NOW, THEREFORE, in consideration of the terms and conditions and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Rotary shall retain sole ownership of the Equipment and the Railroad, including but not limited to the track, engine and cars, despite the fact that the Equipment is being installed on the Property which is owned by the Village.

2. The Village will obtain any necessary permits for the Project at the sole cost of the Village with the cooperation of Rotary.

3. The cost of the construction of the improvements to the Property and the construction and installation of the structures and equipment that are required for the Railroad from the date hereof up until the commencement of the operation of the Railroad for the public shall be the responsibility of Rotary.

4. The Village, at its sole cost, shall provide and install water, sewer and electric services to the storage and maintenance building for the train and will supply water, sewer and electric power as is required for the operation of the Railroad, all at no cost to Rotary.

5. During the construction of the Project only, Rotary and its contractors, subcontractors and agents shall obtain and keep in force Workers Compensation Insurance, Automobile Insurance and Builder's Risk insurance during the construction of the Project with limits of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) in the aggregate to be in place from the date of the commencement of this Agreement until the date of the completion of the construction and installation of the Project which insurance shall name the Village as an additional insured. The insurance shall contain a provision whereby the Village shall be notified in the event of the cancellation or expiration or nonrenewal of the insurance or any other change in the policy that is provided. Rotary shall have no on-going obligation to maintain insurance after the commencement of the operation of the Railroad by the Village.

6. During the construction of the Project, Rotary will insure that the use of the Property shall not constitute any substantial nor immediate risk, interference and/or disruption to the Village and the public's use of Moore's Lane, or any other of the Village property located on Moore's Lane and Moore's Lane shall remain open to pedestrian, and/or vehicle and emergency service vehicle traffic at all times. Anything to the contrary herein contained notwithstanding, the general area of construction for the Project shall have restricted use due to safety and insurance concerns.

7. The Village hereby agrees to and does grant Rotary a license to locate the

Equipment and operating Railroad on the Property indicated in the attached Exhibit A for the limited purpose of the placement and operation of a miniature railroad and associated structures and improvements for the benefit, use and enjoyment of the general public and for no other purpose.

8. Commencing with the operation of the Railroad by The Village, the Village shall be solely responsible for the maintenance and repair of the train, track and any building erected to house and maintain the train.

9. The term of the License shall be for an initial term of ten (10) years from the commencement of the operation of the Railroad by the Village. There shall thereafter be seven (7) renewal terms of five years each commencing on the expiration of the initial 10 year period and each five years thereafter. The License shall automatically self-renew for each of the seven (7) renewal terms unless either party provides the other party written notice on or before April 1, of the final year of a renewal term, by the means of providing notice specified in this Agreement, that the license term shall not renew, and the License shall thereafter end on the last day of the final year of the renewal term in which the Notice of Non-Renewal is served. The Notice of Non-Renewal shall be served in the same manner as any notice pursuant to this Agreement.

10. Rotary hereby grants to the Village an exclusive license during the term of this Agreement to operate the Railroad, provided the Village provides proof to the Rotary that the Village has obtained the licenses necessary, if any, to operate the Railroad as an amusement ride for the benefit and enjoyment of the general public. It shall also be the responsibility of the Village to know what licenses or permits are required to operate this Railroad and to obtain all such licenses and permits prior to commencing operation of the Railroad pursuant to this Agreement.

11. The Parties agree that no employee, agent of Rotary or of any subcontractor of Rotary shall be considered or deemed to be an employee of the Village and that no employee or agent of the Village or any contractor or subcontractor of the Village shall be considered or deemed to be an employee of Rotary.

12. The Village during the term of this Agreement shall obtain and provide commercial general liability insurance with the Rotary named as loss payee and an additional insured on a primary and non-contributory basis with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000.00) in the aggregate which insurance shall name Rotary as an additional insured on a primary and non-contributory basis. The Village shall obtain and provide proof of Workers' Compensation Insurance for all of the Village's employees who will be involved in the operation of this Railroad. The insurance shall contain a provision whereby the Rotary shall be notified in the event of the cancellation or expiration or nonrenewal of the insurance or any other change in the policy that is provided.

13. Upon the commencement of the operation of the Railroad the Village shall retain the revenues generated from the operation of the Railroad and use those revenues for the payment of the maintenance and repairs and capital expenditures that are necessary for the continued operation of the Railroad.

14. On at least an annual basis, the Village and Rotary shall equally split the net revenue generated by this Railroad, after the payment of all reasonable expenses incurred for the operation of this Railroad including, but not limited to: licenses necessary for the operation of the Railroad, maintenance and repair of the train and track, insurance, payment of the employees that are necessary for the operation of the Railroad and a reasonable reserve fund not to exceed \$5,000 (which reserve fund shall be funded by five (5%) percent of the net revenue generated by the Railroad until said \$5,000 limit shall be reached and shall be replenished in the same manner, as expenditures are paid from said reserve fund), but shall specifically not include any expenses incurred for the maintenance of any building constructed for the storage and maintenance of the train. Under no circumstance shall Rotary be responsible for any shortfall of revenue generated by the Railroad that is insufficient to cover the operating cost of the Railroad.

15. The Rotary shall be entitled to at least two (2) annual fundraising events during each calendar year from which the entire revenue generated by fares for riding the miniature railroad during said two (2) fundraising events shall be paid to the Rotary. The Rotary shall be allowed to designate the two (2) dates each year for such fundraising events. The Village shall provide qualified staff to operate the miniature train during these two (2) annual fundraising events by the Rotary at no cost to the Rotary.

16. The Village shall have full control of the operation of the Railroad, including but not limited to the days and hours of operation and the fare to be charged to the public for rides on the train, provided the Village is in full compliance with this Agreement. Village shall hire, train, employ, supervise, discipline and terminate all personnel as shall be necessary for the efficient performance of its obligations under this Agreement. At a minimum, the Village shall operate the Railroad on Saturdays and Sundays from May 1st through October 31st of each year for at least six (6) hours per day.

17. In the event that the Village shall discontinue its involvement in the operation of this Railroad during the term hereof, or shall fail to operate the Railroad for a continuous period in excess of twelve (12) months, the Rotary shall have the right to appoint another party to become the "Successor Operator" of the Railroad, subject to the approval of the Village which shall not be unreasonably withheld.

18. During the period of time that the "Successor Operator" is operating the Railroad, no rent or any other payment shall be due to the Village of Greenport from either Rotary or the "Successor Operator". Alternatively, Rotary may elect to remove the train and tracks from the Village property without any responsibility to restore the Village property to its original condition prior to commencement of this Agreement. In the event that the Village elects to resume operation of the Railroad, the Village may provide ninety (90) days notice whereupon at the conclusion of the ninety (90) day period the Village will again become the operator of the Railroad under this Agreement. In the event that a Successor Party is determined the Village will have no responsibility for any expenses of the Railroad or its operation during the time that the Successor Operator is operating the Railroad.

19. Rotary shall at its own expense construct a station house on the land of the Village in order to store and maintain the miniature train. It is the intention of the Rotary and the Village, provided that sufficient funds have been raised, that said station house may also in the

future include public bathrooms, a workshop for the mechanics for the maintenance and repair of the miniature train, a ticket booth and possible public space.

20. The Village shall provide Rotary with a semi-annual report of the operation of this Railroad, showing all receipts for fares, the expenses incurred by the Village and the net revenue generated by the miniature railroad for that time period.

21. Rotary shall retain all naming rights to the building for storage and maintenance of the train, the locomotive, train cars and any other part of the Project for sponsorship purposes (subject to approval of the Village which shall not be unreasonably withheld) which naming rights shall be determined as a honorarium and not for a commercial purpose. All revenues earned from such naming rights shall belong solely to Rotary. In addition, the Village agrees to allow acknowledgement of the Rotary's involvement in this Project through permanent signage approved by the Village on Village property near or adjacent to the Project site.

22. All notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice to the other party and shall be sent through the United States Mail by certified mail return receipt requested, and either fax or email.

To the Village of Greenport:
Attn. Village Clerk
236 Third Street
Greenport, NY 11944

To the Rotary Club of Greenport:
P.O. Box 204
Greenport, NY 11944

23. In the event there is a default by either party with respect to any of the provisions of this Agreement or any obligations under it, the defaulting party shall be given written notice of such default. After receipt of such written notice, the defaulting party shall have five (5) business days in which to cure any monetary default and ten (10) business days in which to cure any non-monetary default, however the defaulting party shall have such extended period as may be required beyond the ten (10) business days if the nature of the cure is such that it reasonable requires more than ten (10) business days and the defaulting party commences the cure within the ten (10) business day period and thereafter continuously and diligently pursues the cure to completion. If the defaulting party does not provide evidence to the non-defaulting party of the complete cure of the default within the applicable cure period, the non-defaulting party may do any of the following: (A) terminate this Agreement. All rights of the defaulting party and those who claim under the defaulting party stemming from this Agreement, shall end at the time of such termination; or (B) at non-defaulting party's sole option, correct any such default by performance of any act, including the payment of money, and bill the defaulting party for the cost thereof plus reasonable administrative cost; and (C) in addition to (A) and (B), pursue any other remedies available at law or in equity.

24. In the event that either the Village or Rotary commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall

be entitled to recover from the other costs of sustaining such action, including reasonable attorney fees, as may be fixed by the court.

25. Rotary agrees that no improvements shall be erected or placed upon the Property in violation of the terms of this Agreement or of any Federal, State, or local law or regulation.

26. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York and venue shall be in the County of Suffolk.

27. In the event of the abandonment of the Railroad and Equipment by the Rotary and or the expiration or termination of this Agreement, the Village shall use the reserve fund established as described in paragraph 15 to fund the removal of the miniature railroad and associated equipment and improvements, perform property restoration as needed, excluding the shed that is to be constructed by Rotary which shall be and become the property of the Village. In no event shall Rotary be responsible for any of the above costs set forth in this paragraph 27.

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

29. Rotary, and its employees, contractors, vendors, and invitees shall individually comply with all rules and regulations adopted by the Village when occupying or using the Property. Any willful violation of said rules and regulations or the terms of this Agreement by Rotary shall be deemed a default hereunder.

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

31. Except for a default of this agreement by the Rotary, the Village will not seek a termination of this agreement for the initial 10 year period. Subsequently, this Agreement may be terminated by either party on thirty (30) calendar days' notice to cure, and thereafter may be cancelled on thirty (30) calendar days' prior notice.

32. Rotary shall be responsible for the construction of all improvements necessary for the construction and operation of the Railroad including the shed for the Project, however, Rotary shall will not make any alterations or improvements to the Property or any other property on Moore's Lane or of the Village without prior written approval and authorization by the Village of Greenport.

33. During the construction of the Project, Rotary shall keep the Property in a clean and orderly condition and not allow trash of any kind to be piled or stored on the Property.

34. Rotary shall be responsible to secure the Property during the construction and Installation of the Railroad by Rotary. Any fencing or lighting used by Rotary shall be approved by the Village of Greenport in advance of installation.

35. During the construction of the improvements to the Property, the Village shall not be responsible for any loss or damage to Rotary, or any Rotary equipment, during or as a result of Rotary's use of the Property.

36. Any right created herein on behalf of Rotary may not be assigned, subleased or sublicensed in any manner and any attempted assignment, sublease or sublicense shall be null and void and shall be cause for immediate termination of this Agreement, and shall confer no right, title, or interest in or to this Agreement or the Property, except as provided in paragraphs 18 and 19 above.

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

39. Each party shall at their sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force throughout the entire initial term and any renewal terms of this Agreement.

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

The Rotary Club of Greenport

Village of Greenport

By: _____
Lydia Wells, President

By: _____
George Hubbard Mayor

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

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year 2021 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 4859 Trans Date: 08/02/2021 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 08/02/2021
Description: TO APPROPRIATE RESERVES TO FUND THE MOORE'S LANE PAVING PROJECT
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	248,643.00
A.8843.900	TRANSFER TO CAPITAL..	248,643.00
H.2816.500	TRANSFER FROM GENERAL..	248,643.00
H.5110.202	MOORES LANE PAVING..	248,643.00
Total Amount:		<u>994,572.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4861 Trans Date: 08/03/2021 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 08/03/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE HEADWORKS SCREEN REPAIR
 AT THE WWTP Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	14,000.00
G.8130.205	WASTE WATER TREATMENT PLANT..	14,000.00
Total Amount:		28,000.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 4863 Trans Date: 08/03/2021 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 08/03/2021
Description: TO APPROPRIATE RESERVES TO FUND ENGINEERING SERVICES FOR THE
WWTP DRAINAGE IMPROVEMENTS PROJECT Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	26,434.00
G.8130.205	WASTE WATER TREATMENT PLANT..	26,434.00
Total Amount:		52,868.00

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022	Period: 8	Trans Type: B2 - Amend	Status: Batch
Trans No: 4868	Trans Date: 08/10/2021	User Ref: ROBERT	
Requested: A. HUBBARD	Approved:	Created by: ROBERT	08/10/2021

Description: TO APPROPRIATE RESERVES TO FUND THE CCTV INSPECTION AND HIGH PRESSURE JETTING OF SPECIFIED VILLAGE SEWER PIPES AT FIFTH STREET & AT FRONT STREET

Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	4,400.00
G.8120.400	MAINT OF MAIN SEWERS..	4,400.00
Total Amount:		<u>8,800.00</u>

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4871 Trans Date: 08/13/2021 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 08/13/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE PUMP REPAIR AT CLAUDIO'S PUMP STATION Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	14,700.00
G.8130.203	MAJOR PUMP STATION REPAIR..	14,700.00
Total Amount:		29,400.00

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4873 Trans Date: 08/19/2021 User Ref: ROBERT
 Requested: R. BRANDT Approved: Created by: ROBERT 08/19/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE VILLAGE SERVER UPGRADE Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	9,000.00
A.1680.201	COMPUTER HARDWARE/SOFTWARE..	9,000.00
E.5990	APPROPRIATED FUND BALANCE	7,000.00
E.1680.400	COMPUTER HARDWARE/SOFTWARE/ MAINTENANCE	7,000.00
F.5990	APPROPRIATED FUND BALANCE	1,000.00
F.1680.400	COMPUTER TECHNOLOGY	1,000.00
G.5990	APPROPRIATED FUND BALANCE	3,000.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	3,000.00
	Total Amount:	40,000.00

BOARD OF TRUSTEES - VILLAGE OF GREENPORT
SEQRA RESOLUTION REGARDING THE AMENDMENT OF CHAPTER 132 (VEHICLES AND
TRAFFIC), SECTION 50, SCHEDULE XII (LOADING ZONES)
OF THE VILLAGE OF GREENPORT CODE

WHEREAS THE Village of Greenport intends to amend Chapter 132 (Vehicles), Section 50, Schedule XII (Loading Zones) of the Village of Greenport Code to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village of Greenport without obstruction of the loading or of nearby parking; 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 amendment of Chapter 132 (Vehicles and Traffic) 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 amendment of Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village of Greenport without obstruction of the loading or of nearby parking; and it is further

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the amendment of Chapter 132 (Vehicles and Traffic) of the Village of Greenport Code to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village of Greenport without obstruction of the loading or of nearby parking; is an Unlisted Action for purposes of SEQRA;

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 the 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: August 20, 2021

August 11, 2021

LOCAL LAW NO. OF THE YEAR 2021
AMENDING SECTION 132-50 SCHEDULE XII: LOADING ZONES
OF THE GREENPORT VILLAGE CODE

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-50 Schedule XII: Loading Zones

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2021 Amending Section 132-50 Schedule XII: Loading Zones.”

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 2021, 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 amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village without obstruction of the loading or of nearby parking.

2.0 General Provisions.

2.1 Section 150-32 Schedule XII: Loading Zones is hereby amended with previous sections eliminated, sections amended, and new sections added to read as follows:

Schedule XII: Loading Zones.

In accordance with the provisions of § 132-17, and except for vehicles actively engaged in loading or unloading of goods or passengers, or for a time period not to exceed that set forth herein for that particular location while loading or unloading, whichever is less, the stopping and standing of vehicles is prohibited in the following areas:

Name of Street	Side	Location
Adams Street	South	138' from Southwest Corner of Main and Adams Streets Commercial Loading Zone 30 minute limit.
Adams Street	South	Beginning 85 feet from the southwest corner of First Street and Adams Street running 185 feet west. Commercial Loading Zone
Adams Street	North	South side of the IGA from 6:00 a.m. to 9:00 a.m. with "no parking" at all other times
Central Avenue	South	Beginning on the southeast corner of Central Avenue and Main Street and running 40 feet east.

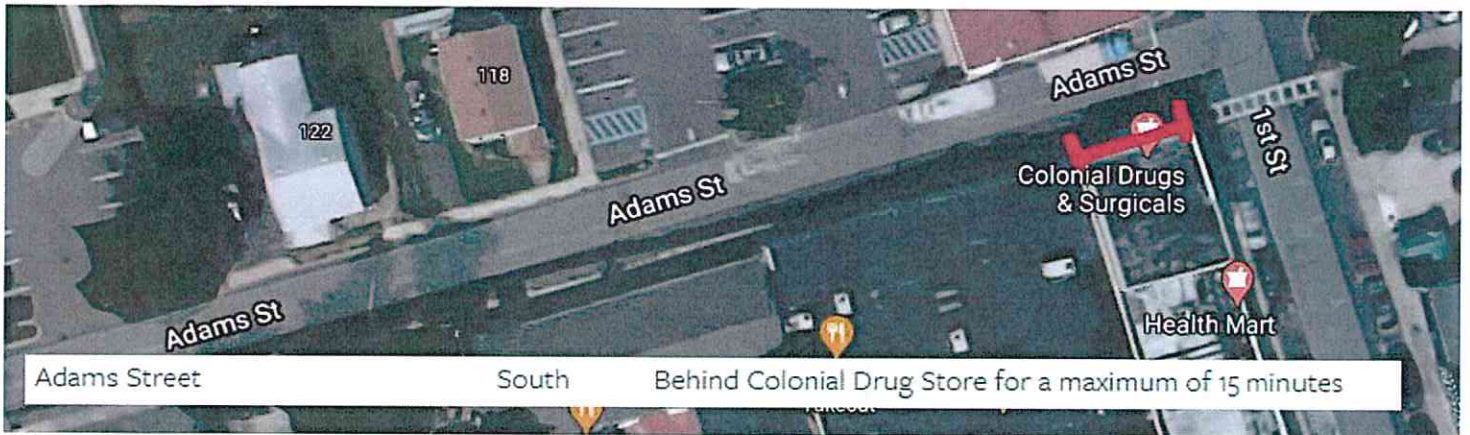
East Front Street	South	85 feet beginning on the south east corner of Main Street and East Front Street. Commercial loading Zone 30 minute limit.
South Street	North	105.5 feet from northwest corner of Main Street and South Street. Commercial loading zone 30 minute limit.
Third Street	East	130 feet east from the southeast corner of the intersection Of Front Street and Third Street running 40 feet south. Commercial loading zone 30 minute limit.

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.



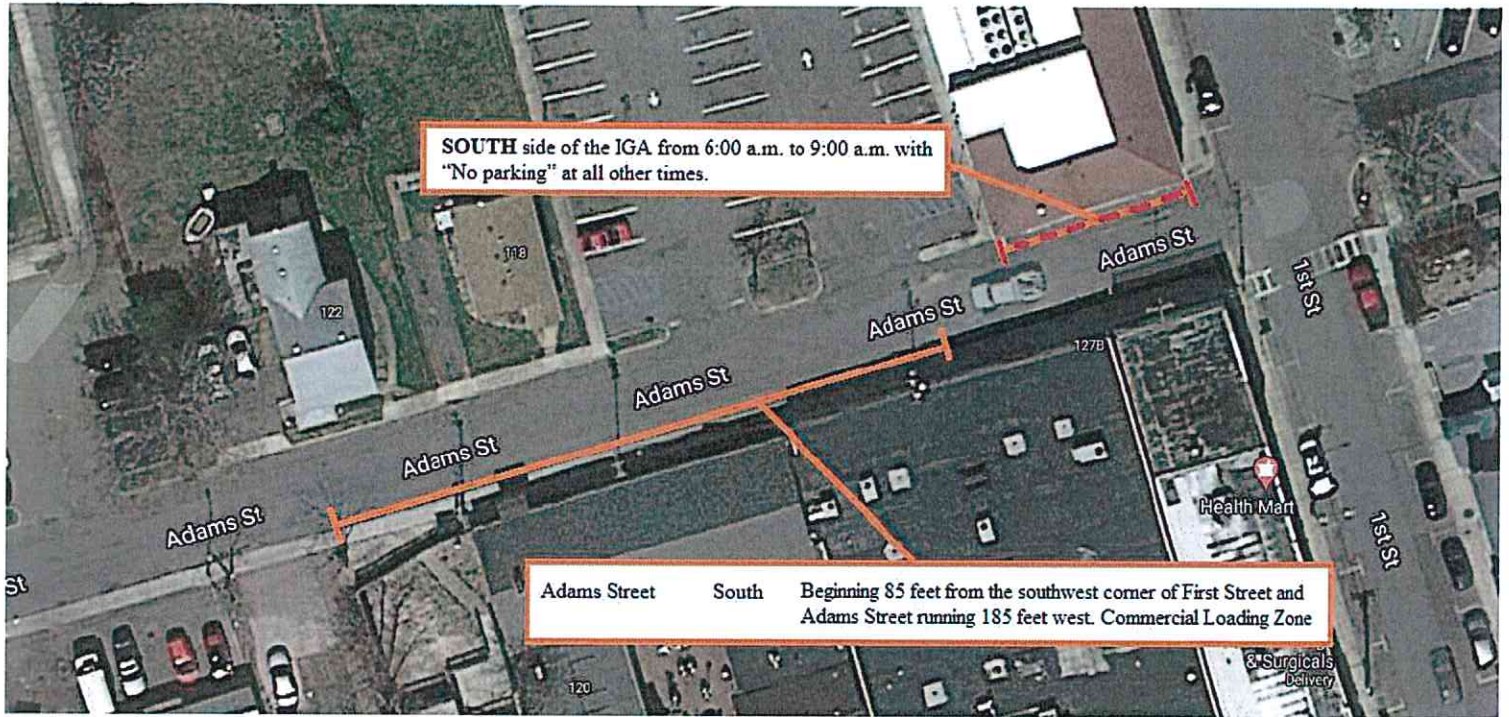
PROPOSAL: REMOVE FROM CODE.



PROPOSAL: REMOVE FROM CODE.



PROPOSAL: SEE NEXT PAGE



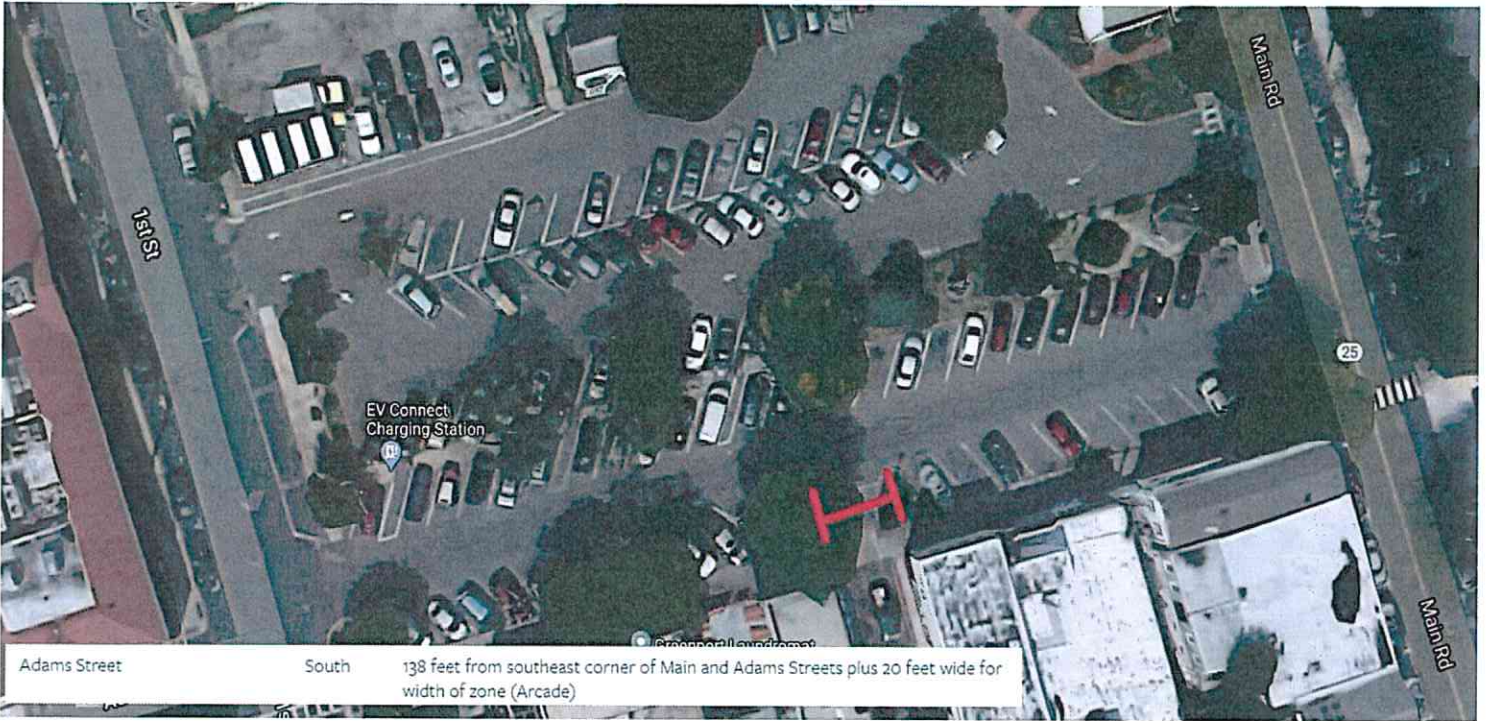
PROPOSAL:

Adams Street South **Beginning 85 feet from the southwest corner of First Street and Adams Street running 185 feet west. Commercial Loading Zone**

Adams Street North **SOUTH side of the IGA from 6:00 a.m. to 9:00 a.m. with "No parking" at all other times.**

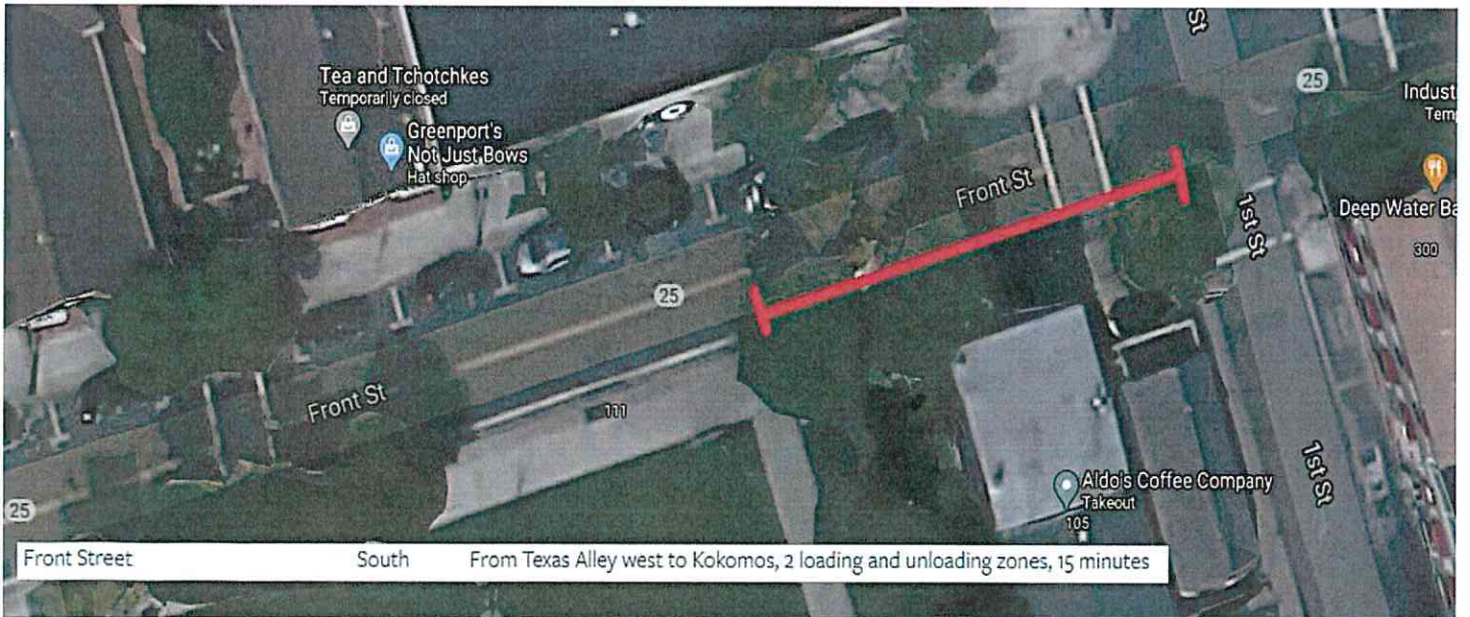


PROPOSAL: REMOVE FROM CODE.



PROPOSAL:

Adams Street South 138' from S/W C/O Main and Adams Streets – Commercial Loading Zone, 30 Min. Limit.



PROPOSAL: REMOVE FROM CODE.



Main Street West North of intersection of Front Street and Main Street on east side of Coronet Restaurant
 [Added 8-17-1989 by L.L. No. 7-1989⁽¹⁾]

PROPOSAL: REMOVE FROM CODE.



East Front Street South For that area adjoining Van's Hardware for 10 minutes only

PROPOSAL:
 East Front Street South 85' Beginning on the S/E C/O Main and E. Front Street. Commercial Loading Zone. 30 Min. Limit.



PROPOSAL: MODIFY CODE (SEE BELOW)

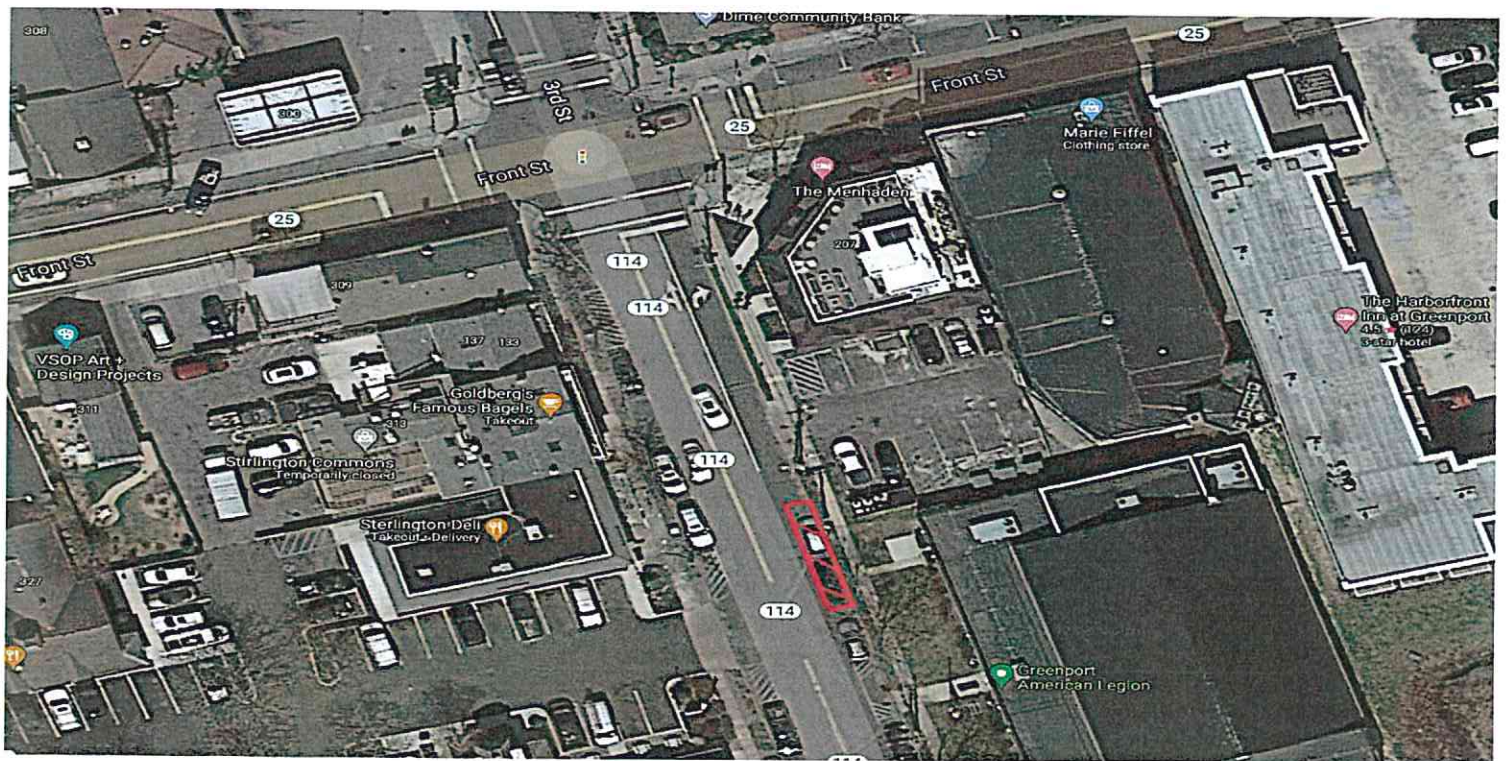


PROPOSED NEW LOADING ZONE:
 BEGINNING ON THE S/E C/O CENTRAL AVE AND MAIN ST
 RUNNING 40' EAST.



PROPOSAL:

South Street North 105.5 feet from N/W C/O Main & South Street. Commercial Loading Zone. 30 Min. Limit.



PROPOSED NEW LOADING LANE:

Third Street East 130 Feet east from the southwest corner of the intersection of Front Street and Third Street running 40 feet south. Commercial loading zone 30 minute.