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VILLAGE OF GREENPORT
COUNTY OF SUFFOLK : STATE OF NEW YORK
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BOARD OF TRUSTEES
REGULAR SESSION
-----x

Station One Firehouse
Third and South Streets
Greenport, New York 11944
July 27, 2023
6:00 p.m.

- B E F O R E:
- KEVIN STUESSI - MAYOR
 - MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE
 - PATRICK BRENNAN - TRUSTEE
 - LILY DOUGHERTY-JOHNSON - TRUSTEE
 - JULIA ROBINS - TRUSTEE

 - BRIAN STOLAR - VILLAGE ATTORNEY
 - PAUL PALLAS - VILLAGE ADMINISTRATOR
 - JEANMARIE ODDON - VILLAGE DEPUTY CLERK

1 (The Meeting Was Called to Order at 6 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to
3 open the meeting. May I have a second, please?

4 TRUSTEE ROBINS: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Please stand for the Pledge of Allegiance.

12 (Pledge of Allegiance)

13 MAYOR STUESSI: Please stay standing for a
14 moment of silence for the following individuals the
15 Village of Greenport lost in the last month:
16 Margaret Harriet Campbell, Michael S. Dawson, Donna
17 May Ormond, Russell Lee Smith, Jr., and Patricia Wood.

18 (Moment of Silence)

19 MAYOR STUESSI: Please be seated. Welcome,
20 everyone. This is the July 27th regularly
21 scheduled meeting of the Village Board. I have a
22 couple of announcements to make. The first one is
23 that the Standard Hose Company No. 4 of the
24 Greenport Fire Department will be holding their
25 Annual Chicken Barbecue Fundraiser on August 19th.

1 It will be held on the grounds of the Station One
2 Firehouse from 7 a.m. through 10 p.m. Tickets are
3 for sale through the Firehouse, and also through
4 any firefighters you may know, and they're also
5 looking for volunteers.

6 Together with that, in the last work session,
7 the Board had a discussion regarding the code
8 changes that are being proposed by the Waterfront
9 Committee Subcommittee, headed by Mary Bess, in
10 regards to code changes within the Waterfront
11 Commercial District. The group reviewed them. We
12 are in the process with our Attorneys of drafting a
13 draft law. We will be setting a special meeting in
14 the upcoming weeks for that, which would be
15 publicly noticed.

16 Moving on, we will be moving into public
17 hearing regarding -- pardon?

18 TRUSTEE PHILLIPS: No, no, no.

19 MAYOR STUESSI: Oh, okay.

20 TRUSTEE PHILLIPS: I just was looking at the
21 door.

22 MAYOR STUESSI: Sorry. *Public Hearing*
23 *regarding the Wetlands Permit Application submitted*
24 *by Kate Rummel, Agent on behalf of 67 Sound*
25 *Cheshire LP for the property at 520 Madison Avenue,*

1 *Greenport, New York, 11944 to perform the following*
2 *work:*

3 *To renovate the existing house, add two*
4 *1-story additions, install inground swimming pool,*
5 *outdoor shower, gravel driveway and walkway, as*
6 *well as an ecological restoration wetland buffer.*
7 *+/- 144 cubic yards of fill will be excavated.*
8 *Excavated material will be graded on site. The*
9 *public hearing was left open for further comment*
10 *until the Village of Greenport receives a copy of*
11 *the Southold Town Trustees Report.*

12 I'll make note, and then ask Village
13 Administrator Pallas to comment, that we are still
14 awaiting the notes from the last meeting. What do
15 you have to add, sir?

16 ADMINISTRATOR PALLAS: Just, I guess, more of
17 a clarification. We have neither the -- they don't
18 actually issue a report. I apologize. They don't
19 issue a report. It's really conditions that get
20 contained in the minutes of the meeting, and those
21 have not yet been published. So we won't see a
22 formal report. We'll get an excerpt from those
23 minutes as soon as they're published, and I will
24 transmit them off to the Board.

25 MAYOR STUESSI: Great. Would anybody from

1 the public like to speak on this? Yes, sir.

2 Please, state your name and address for the record.

3 MARC RISHE: Marc Rishe, 315 Sutton Place.

4 I'm the owner of the property, just to answer any
5 questions the Board may have. Otherwise, we'll
6 reconvene next month, I assume.

7 MAYOR STUESSI: Any from the Board -- anybody
8 from the Board have any questions for the
9 gentleman?

10 TRUSTEE BRENNAN: I have some questions. I
11 don't know if it's for the applicant or for our
12 Attorney or the Administrator. But I think at the
13 last meeting, when we discussed this project, I
14 made a comment about the separation between the
15 pool and the house, and I believe the Village
16 either has a policy or it's a code requiring
17 10 feet between the pool and the structure; is that
18 correct, Mr. Pallas?

19 ADMINISTRATOR PALLAS: I believe that's
20 correct. It's Village -- I believe it's in the
21 code. I'd have to double-check, but that's -- that
22 would ultimately be dealt with at the -- at the
23 Zoning Board, but I certainly can review that.

24 TRUSTEE BRENNAN: Okay. Is that -- is that
25 you're understanding?

1 MARC RISHE: Yes, that's correct.

2 TRUSTEE BRENNAN: Is the -- is that how the
3 project is designed now? Because I think the
4 survey showed --

5 MARC RISHE: So we --

6 TRUSTEE BRENNAN: -- the pool within 9 feet.

7 MARC RISHE: So we actually are submitting to
8 the Zoning Board next week. The pool was reduced
9 by two feet on the house side to make it 10 feet
10 and comply with zoning, it's no -- no closer to the
11 wetlands. The pool is actually two feet smaller
12 than previous.

13 TRUSTEE BRENNAN: Okay. Thank you. The next
14 question I had was on the ecological restoration
15 area. The permit documents require that there's a
16 30-foot kind of buffer area, and it's going to be
17 planted according with the planting list that's
18 attached to the permit. What is the process by
19 which -- does the Village check that, or how is
20 that determined that it meets compliance after the
21 fact?

22 ADMINISTRATOR PALLAS: Those requirements
23 were actually DEC requirements and they would
24 inspect post installation.

25 TRUSTEE BRENNAN: Okay. So we're hands-off

1 on that aspect of it?

2 ADMINISTRATOR PALLAS: Yeah. I would assume
3 that if there's any changes, that their DEC permit
4 would have to be revised. We would -- the
5 applicant would need to let us know about that.

6 TRUSTEE BRENNAN: Okay. And then lastly, I
7 think I had this question for the Attorney before,
8 but how do we -- how does this Board manage
9 conflicts of interest in the case where the
10 applicant's in a limited partnership? Do we need
11 to know who the partners are?

12 ATTORNEY STOLAR: I would suggest going
13 forward, any time you have a Limited Liability
14 Corporation, Limited Liability Partnership, that
15 you do require the names of the people who are
16 members, and particularly managing members.

17 New York State is adopting similar procedures
18 now, and the Federal Government is also requiring
19 certain, certain applications to -- certain
20 submissions to incorporate and include those names.
21 So I would recommend, as I have been for my
22 municipal clients, that you start to add that to
23 all of your application processes.

24 TRUSTEE BRENNAN: Okay. I see that we have
25 another application before us tonight that has a

1 transactional disclosure form, where the applicant
2 is making an attestation that they don't have a
3 conflict with the Village Board or employees. It's
4 not part of this application. I'm just wondering
5 why it's different.

6 ATTORNEY STOLAR: So there is a different
7 requirement under the General Municipal Law. Under
8 the General Municipal Law Article 18-A, for any
9 land use application, there has to be a disclosure
10 affidavit filed by somebody. It doesn't say who or
11 how, or whether that has to be somebody for the
12 LLC. It could be a representative, is the way the
13 law reads. But you can certainly impose a
14 requirement, if you want to provide for more
15 certainty, as to potential conflict of interest, to
16 have the identity of everybody stated, and to
17 require that additional, additional affidavits be
18 submitted for everybody who is associated with the
19 LLC. But it's not -- as far as I know, you do not
20 have that requirement now.

21 TRUSTEE BRENNAN: Okay. Thank you.

22 TRUSTEE PHILLIPS: Paul. Paul, can I ask a
23 question? Does the ZBA, when they put their
24 applications in, do they ask for the LLC
25 partners -- I mean, LLC information?

1 ADMINISTRATOR PALLAS: I don't -- sometimes.
2 I'd have to double-check.

3 TRUSTEE PHILLIPS: Do you, John?

4 ADMINISTRATOR PALLAS: I don't go to those
5 meetings, so --

6 JOHN SALADINO: Yes.

7 TRUSTEE PHILLIPS: You do, you require that?

8 JOHN SALADINO: Always.

9 TRUSTEE PHILLIPS: All right. So the -- so
10 the names, the names --

11 (Feedback on Audio)

12 TRUSTEE PHILLIPS: It's not me. So the names
13 for this application would already be in Village
14 Hall?

15 ADMINISTRATOR PALLAS: I don't believe we've
16 received an application for Zoning Board yet.

17 TRUSTEE PHILLIPS: Oh, you haven't even
18 received one for this? Okay.

19 ADMINISTRATOR PALLAS: As far as I know.

20 TRUSTEE PHILLIPS: All right. Marc, you
21 didn't -- did you give them an application?

22 MARC RISHE: No. The Zoning application will
23 go in next week, so you will have that.

24 TRUSTEE PHILLIPS: Oh, okay.

25 MARC RISHE: Presuming it's part of the

1 application, it will be in there.

2 TRUSTEE PHILLIPS: Okay. I just wanted to --
3 okay.

4 TRUSTEE BRENNAN: Okay. Thank you. I don't
5 have any further questions.

6 MAYOR STUESSI: Anybody else on the Board?

7 TRUSTEE DOUGHERTY-JOHNSON: No.

8 MAYOR STUESSI: Thank you, sir. Anybody else
9 from the public like to speak on this?

10 (No Response)

11 MAYOR STUESSI: All right. We will move on.

12 TRUSTEE PHILLIPS: You have to make a motion
13 to leave the public hearing open.

14 MAYOR STUESSI: Okay. I'd like to make a
15 motion to leave the public hearing open until the
16 next month's meeting.

17 TRUSTEE ROBINS: Second.

18 MAYOR STUESSI: All in favor?

19 TRUSTEE ROBINS: Aye.

20 TRUSTEE BRENNAN: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE DOUGHERTY-JOHNSON: Aye.

23 MAYOR STUESSI: Aye.

24 Motion carries.

25 *A public hearing regarding the Wetlands*

1 *Permit Application submitted by Greenport Yacht &*
2 *Shipbuilding Company, Incorporated, by Steven*
3 *Clarke, Owner for the property located at*
4 *201 Carpenter Street, Greenport, New York, 11944 to*
5 *perform the following work:*

6 *Section A: Reconstruct 70' of bulkhead*
7 *return in-kind, in-place. Reconstruct 60' of jetty*
8 *in-kind, in-place. Section B: Reconstruct 277' of*
9 *existing bulkhead -- bulkhead in-kind, in-place.*
10 *And Section F: Reconstruct 242' of existing*
11 *bulkhead in-kind, in-place.*

12 Would somebody from the applicant like to
13 speak?

14 STEVEN CLARKE: My name is Steven Clarke. I
15 reside at 139 Fourth Street, and I am manager and
16 owner of Greenport Yacht & Ship Building.

17 I'm not sure where -- I'm not really sure at
18 all where this idea of testing the soil, making
19 soil samples behind the various -- the various
20 places that this is -- this permit refers to,
21 permit application refers to. I don't know what
22 brought this on, because as far as I know, and I
23 don't know this for sure, but as far as I have been
24 told, that environmental testing by some
25 engineering company has never been required before

1 anywhere around the Village. And I want to make it
2 clear that the way this is being done -- I mean,
3 I've got an invoice. I should have brought an
4 invoice. I've got an invoice for \$40,000 worth of
5 plastic bulkheading. Plastic bulkheading is
6 completely different from the bulkheading that is
7 over at the Carousel, for instance, completely
8 different from the bulkheading that's being
9 replaced by the shipyard.

10 Now plastic bulkheading has been around for
11 20 years or so. What I am buying, in fact have
12 bought, haven't paid for yet, but what I've bought
13 is -- I can only describe as super extra heavy-duty
14 bulkheading, and once it is in place, nothing goes
15 through it -- through it. Water can pile up behind
16 it, storms can pile up behind it. Liquid does not
17 go through it, nor does any sort of portion of the
18 ground itself, sand, or whatever is behind the
19 bulkhead. Of course we don't know what's behind
20 the bulkhead, because it's never been tested.

21 A variety of -- a variety of discussion
22 between the Village and the contractor, I have here
23 Costello Marine Contracting, who has been doing my
24 work for -- I'm not sure when they started, but
25 pretty close to 45, maybe 50 years ago. I've been

1 on the property for over 50 years, but you won't
2 get it out of me.

3 But the information that's been passed back
4 and forth between Costello's, John Costello's
5 office and the Village of Greenport makes reference
6 to an environmental consultant or testing company,
7 and I have not hired one, nor am I going to hire
8 one. I'm going to make it really clear, I'm not
9 going to hire a consultant company. The cost of
10 this is to me totally unknown, except for the fact
11 that it is of catastrophic, catastrophic amount.
12 It's likely to cost more to test the ground than it
13 is to do the job.

14 But keeping in mind that this type of
15 bulkheading we're using -- and, by the way, if
16 anybody is interested, I can -- I can show you what
17 plastic bulkheading is, because that's -- I've
18 already got hundreds of feet of it in the shipyard,
19 which has been done over the last 25 years, done
20 previously by -- physically done by Mr. Costello's
21 brother, who is no longer alive, and by his son,
22 who finished the job I want to say 8 or 10 years
23 ago. In other words, you can see, if you care to
24 see it. You don't have to have my permission to go
25 in the yard. In fact, no one seems to have my

1 permission to go into the shipyard whenever they
2 want to. You can go in and take a look at this
3 existing plastic bulkhead and see what it -- what
4 it looks like.

5 You really can't quite understand it unless
6 you have an enormous rainstorm, or some other storm
7 that floods the area, which has only been flooded a
8 couple of times in the 50 years that I've been
9 monitoring all this.

10 But the point of the story is that this
11 plastic bulkheading, once, once put in place,
12 that's the end of any water or anything going
13 through it that's behind it. And, of course,
14 what's already been excavated or moved around and
15 started on is well in back of the existing creosote
16 timber bulkhead, which goes back before my time.
17 So it's -- the existing bulkhead is -- probably
18 goes back to 1940s, maybe, even earlier than that,
19 and it's definitely in need of replacement. It
20 hasn't -- it hasn't fallen over, but it's
21 definitely in need of replacement.

22 And I am very happy to spend the money on it,
23 because, as you can all imagine, anyone who has run
24 this boatyard for as long as I have, periodically
25 spends what is at the time thought of as

1 catastrophic amounts of money. That as an aside,
2 I've got three pieces of steel, three steel timbers
3 coming in, 44 feet long, weighing multiple tons, to
4 put into the cradle on the railway in the next
5 month, and there goes -- there goes another
6 \$25,000.

7 I mean, so the point of the story is I'm not
8 afraid in any -- maybe afraid is not quite the
9 word. I'm not reluctant in any way to put money
10 into the shipyard to keep it going. It's hard to
11 see this, but I'm more than willing to show any of
12 you, whether it's part of government, Village of
13 Greenport government, or somebody who's not part of
14 government, show you some of the places where we
15 have put serious money into the yard to keep it
16 going, to put money into testing the soil that's
17 not going overboard, that's not being dug up.
18 We're not digging up anything that's already
19 overboard. We're just moving soil around in back
20 of the bulkhead. To put money into that is just
21 simply taking thousand dollar bills out of your
22 pocket and tearing them and putting them in the
23 trash. It actually does nothing for the job,
24 doesn't improve the job. It doesn't prove
25 anything.

1 The New York State Department of
2 Environmental Conservation, and I don't know how
3 many of you deal with them, I deal with four
4 different groups in the DEC. They don't even know
5 each other. It's an enormous -- the DEC, the New
6 York State DEC is an enormous group. The fifth
7 group of the DEC no longer works, because 20 years
8 ago I was told that the DEC, you had to file a
9 permit for a fish hawk nest, an osprey nest, which,
10 of course, we have had for years. We didn't ask
11 the osprey to come here, they just decided to go on
12 top of one of the buildings. But they just -- I
13 understand the DEC no longer requires a permit for
14 an osprey nest, but they require -- four different
15 groups from the DEC watch like a hawk everything
16 that happens at Greenport Yacht & Ship Building
17 Company. And, of course, right now, with the
18 DEC -- what the New York State DEC is looking at
19 ever so carefully is the request for permits that's
20 in front of the Board.

21 I have not had this connection with the DEC
22 personally, but through Mr. Costello's office. And
23 I'm quoting from a reference that Jane Costello,
24 his daughter, who works in the office, has kept
25 track of, that this project does not, does not

1 require and has not required, I mean, as I
2 understand it. I hope I'm not wrong on this,
3 because I haven't checked with Jane today. I
4 didn't -- I actually didn't know about the meeting
5 until late in the day. But as I understand it from
6 Jane, from this letter, that the DEC's Division of
7 Solid and Hazardous Materials, and I have
8 absolutely no idea what the DEC Division of Solid
9 and Hazardous Materials amounts to. That's not one
10 of the four groups in the DEC that I deal with. I
11 have no connection with them, but apparently Jane
12 does, or at least the person that Jane has -- Jane
13 Costello has talked with in the DEC about this
14 permit, because, apparently, the DEC, the DEC has
15 already signed off on this. Otherwise, we wouldn't
16 be making, you know, the -- the DEC, Corps of
17 Engineers, God knows who else has already approved
18 everything, and that's why we're here in front of
19 the Village of Greenport.

20 But according to what Jane is telling us,
21 that this group in the DEC, the Division of Solid
22 and Hazardous Materials, as I said, one of the
23 groups I had never even heard of, but they have
24 decided that this project, this entire project does
25 not require review by them.

1 I think that pretty much sums up where I am
2 in all this. A very quick summary of what I said
3 is that I am entirely willing, and to a certain
4 extent able, to put any money required into
5 Greenport Yacht & Ship Building and keep it where
6 it is, and maintain it for the future that's going
7 to outlast me. Hopefully, that will be a few
8 years. But I'm not afraid that -- to put money
9 into it. And, actually, although I haven't paid
10 the bill on the 40,000, literally 40,000, exactly
11 \$40,000 worth of plastic bulkheading, that check is
12 going out in the next week or two. I'm not
13 unwilling to put that money into it, but I am
14 incredibly not willing to throw money away by
15 having some environmental engineer 50 or 500 miles
16 away from us decide whether they like the soil
17 that's been there for, I don't know, a couple of
18 thousand years. I'm not sure how long it's been
19 there.

20 But even if they didn't like it, even these
21 engineers, these engineers decide they didn't like
22 it, it's still going -- it's still -- it's not
23 being replaced. It's still going in the place
24 behind the plastic bulkhead, because we have
25 complete approval from the New York State DEC, the

1 one group that I'm referring to that looks at
2 Greenport Yacht & Ship Building bulkheads, docks
3 and so forth. I'm leaving out the other three
4 groups in the DEC who constantly watch me and are
5 not part of this discussion.

6 If you have any questions, I'd be glad to try
7 to answer them.

8 MAYOR STUESSI: Thank you, Mr. Clarke. You
9 run a very important part of this Village and it's
10 appreciated.

11 I would ask the Village Administrator, who's
12 on the Conservation Committee, together with
13 Mr. Saladino and Mr. Kreiling, to please speak in
14 regards to his question about testing, and then
15 open it up to more questions.

16 ADMINISTRATOR PALLAS: So I can't, I can't
17 speak to the cost, obviously, but the CAC is
18 concerned with whatever might be in the soil. It's
19 been an active shipyard for a very long time and
20 there could be any number of contaminants in the
21 soil. As when that gets disturbed, certainly, it
22 can leach into the harbor as part of the -- during
23 the construction piece of this, and that's our main
24 concern. I don't know if you wanted Mr. Saladino,
25 if he's got any further comments.

1 STEVEN CLARKE: Actually, Mr. Pallas is
2 absolutely correct, there are very likely to be
3 contaminants there, but those contaminants are
4 going to stay right where they are. This was one
5 of the few points that I tried to make absolutely
6 crystal clear.

7 This plastic bulkheading, all \$40,000 of it,
8 is impervious. Nothing gets through it, absolutely
9 nothing gets through it, once it's -- once it's put
10 in place. And the soil that's being removed to be
11 able to put it in place is going to be just pulled
12 back away from it. Obviously, it's not going
13 overboard. If it were to go overboard -- I don't
14 mean overboard. If it were to go into the -- into
15 the ground, into the bottom, if it were -- if it
16 were to go into the water, then that becomes
17 another problem, and that's not going to happen.

18 MAYOR STUESSI: Anybody on the Board have
19 questions?

20 TRUSTEE BRENNAN: I do. At first, I need to
21 disclose that I have two minor relationships with
22 Mr. Clarke. I have the good fortune of serving on
23 a Village committee with Mr. Clarke, and I also --
24 my business occasionally does work at Mr. Clarke's
25 shipyard. I don't think any -- either of those

1 relationships do not, they not prevent -- present a
2 conflict. Excuse me, do not present a conflict in
3 my mind, and they don't impact my ability to
4 consider this application.

5 I would like to know if you -- Mr. Pallas,
6 can you reiterate or just restate what the CAC
7 recommendations were?

8 ADMINISTRATOR PALLAS: Well, I had sent
9 the -- the specifics, really, we're not
10 environmental experts. I can't say what it should
11 be tested for, but we do believe that testing
12 should take place, so that -- so that we know
13 what's in the soil there. And we suggested that --
14 we're suggesting that you recommend that testing,
15 and the applicant would need to hire someone to
16 define what that testing -- what those testing
17 parameters are. We wouldn't know that.

18 TRUSTEE BRENNAN: So the recommendation is to
19 test. And was there a recommendation on
20 remediation? Or what about -- what do we do with
21 the test results?

22 ADMINISTRATOR PALLAS: That will be up to you
23 ultimately, but the -- it depends on the
24 constituents to test the quantities and all of
25 that. I mean, that would ultimately be -- need to

1 be -- follow whatever regulation, once discovered,
2 what regulation governs that phase of it. Step one
3 is always to test, and the results of the testing
4 dictate what happens, you can't decide in advance
5 what you're going to do.

6 TRUSTEE PHILLIPS: Is the soil being actually
7 removed, or is it just being pulled back to put the
8 bulkhead in front of -- I mean, the piling -- the
9 bulkhead in front of the wooden bulkhead?

10 ADMINISTRATOR PALLAS: As far as I know, the
11 applicant has just stated the -- that they're
12 pulling it back, and actually some of it has
13 already been done, without a permit at this stage,
14 has already been pulled back, and my understanding
15 is that it's going to be replaced in place.

16 TRUSTEE PHILLIPS: So it's not really being
17 dredged, and it's not being removed to another
18 site, it's just being pulled back in order to put
19 the bulkhead in?

20 ADMINISTRATOR PALLAS: Yes, but the -- as
21 part of that process, the existing bulkhead is
22 compromised, and things can slip through the
23 existing bulkhead as part of that process.

24 TRUSTEE ROBINS: I have a question.

25 ADMINISTRATOR PALLAS: That's our concern.

1 I'll leave -- I'll leave it there.

2 TRUSTEE ROBINS: I have a question.

3 MAYOR STUESSI: Trustee Robins.

4 TRUSTEE ROBINS: Yes. You mentioned that one
5 of the agencies at the DEC said that there was
6 no -- they had no problem with this work; is that
7 correct? Did I understand that correctly?

8 STEVEN CLARKE: That's -- no, that's correct.
9 But the -- of the four agencies that I deal with,
10 the four groups, I'll just leave it at that, with
11 the DEC, four separate, entirely separate groups
12 with the DEC, this is the group, this is the part
13 of the DEC that everybody in Greenport know,
14 everybody in the State of New York has to deal with
15 as soon as you start playing around with docks and
16 bulkheads, marinas, anything that you're going to
17 deal with, fresh water or saltwater, any time you
18 deal with moving anything around. For instance, if
19 I were to -- if I were to go to work to put another
20 railway in place, if I were to go to work on the
21 existing railway to do major repairs on that,
22 because it has to do with water and construction,
23 and construction materials, I would be still
24 dealing with this same group in the DEC.

25 TRUSTEE ROBINS: What's the name of that

1 agency in the DEC?

2 STEVEN CLARKE: I'm going to let
3 Mr. Costello, because I -- actually, I don't have
4 any notes in front of me, I couldn't tell you the
5 exact name of it.

6 JOHN COSTELLO: We do have a DEC permit. And
7 the permit with the DEC, typically, they have an
8 environmental criteria and a protocol of what to
9 follow for environmental purposes, environmentally.
10 They have that criteria, the Village of Greenport
11 does not, they have none. They have a bulkhead
12 that's leaking twice as bad as Steve Clarke's.

13 Steve Clarke has a bulkhead that was built
14 probably in the First World War. Parts of it had
15 been replaced. They have creosote, which is a
16 contaminant, which is not allowed. The vinyl
17 sheathing that we have now has no contaminants in
18 it, and it probably has a life expectancy 30, 40
19 years. So why would you spend the money, unless
20 you're going to build something that's going --
21 Steve is not going to be around, and I could assure
22 you that I won't in 40 years. But why not do it
23 correctly for the Village of Greenport and keep the
24 waterfront working and moving in a positive
25 direction?

1 The -- we did have, and I knew that when the
2 bulkhead was falling over, I went down there. I
3 have tractor trailer loads of material going down
4 there. Costello Marine Contracting operates out of
5 Steve Clarke's shipyard. The fear of a tractor
6 trailer having an accident, safety is a big thing,
7 and that's one of the criterias for every
8 municipality. Safety is a thing you want to be
9 careful of.

10 We have an area, I had to excavate some of
11 the bulkhead in order to relieve the pressure, so
12 that it did not fall over when a tractor trailer
13 load of material was going in there. And Costello
14 Marine Contracting two days ago had a tractor
15 trailer go in there.

16 We're going to have to do it. That bulkhead
17 needs it, it's dangerous. And it needs it for the
18 simple reason, I'm going to have to do a 150-foot
19 section of it in three stages, because I got to
20 maintain all the soil that is excavated. The DEC
21 requires it to stay onsite. If it's taken
22 somewhere else, you've got to tell them where, and
23 do they have a license to store it. That's not
24 going to happen, it's going to remain onsite. And
25 that is one of the requirements, any bulkhead

1 replacement that we do, stay onsite.

2 The Village of Greenport is taking RCA and
3 dumping it overboard. Come on. I'm sure none of
4 that stuff is tested. They're not exempt from the
5 laws of other government agencies. Do not do it.

6 The bulkhead at Mitchell Park has CCA treated
7 lumber sheathing, not vinyl, and it's all shot.
8 I've patched it, and I've patched it, and I've
9 patched it, and I refused to patch it last year.
10 Because you know what? When the Village is sued,
11 guess who else will be sued? I'm not dealing with
12 it. I don't need that. You -- that should be
13 attended to.

14 And when you do the environmental laws for
15 the Village of Greenport, make sure you have it
16 correct, that you're not exempt from breaking the
17 law, neither are we. And we have the agencies,
18 Fish and Wildlife, every, every agency, Army Corps,
19 they all review. They're more capable than hiring
20 somebody that comes here, doesn't live here, and is
21 an environmental consultant. I know what the
22 consultants are, we've done it. We're required,
23 required to do it, because the material was going
24 to be removed off site. That was -- and that is a
25 requirement. If I went and took material and

1 trucked it out, got to tell them where, and I'll
2 have a license with the DEC, Army Corps and the
3 Department of State, and the Fish and Wildlife.
4 We're not removing anything, we didn't.

5 When that bulkhead was falling over, I asked
6 the Village of Greenport, or one of the individuals
7 that is -- works for the Village, come down and
8 inspect it, because if I have to replace -- do a
9 repair immediately, I want to be able to do that
10 without getting in trouble with the Village of
11 Greenport, and he told me I could do it.

12 MAYOR STUESSI: Thank you. If you could hold
13 on a second, Mr. Costello, I will address the
14 Marina bulkhead, which the Village is well aware --

15 JOHN COSTELLO: I know.

16 MAYOR STUESSI: -- needs critical work. We
17 are in the process of working to get Federal
18 funding to replace that.

19 JOHN COSTELLO: Good, good.

20 MAYOR STUESSI: So I appreciate you noting
21 that. I'll open it up to the Board for any
22 questions for Mr. Costello.

23 TRUSTEE BRENNAN: I have a couple of
24 questions. First, for our Administrator and
25 Counsel, what's our SEQRA status on this? Have we

1 determined Lead Agency?

2 ADMINISTRATOR PALLAS: No, nothing, no action
3 has been taken at this point.

4 TRUSTEE BRENNAN: And when would we typically
5 do that?

6 ADMINISTRATOR PALLAS: I believe when you --
7 at the -- typically, it's been done when the --

8 TRUSTEE PHILLIPS: Resolution is --

9 ADMINISTRATOR PALLAS: -- permit approval is
10 on the agenda, not at the hearing stage.

11 TRUSTEE BRENNAN: Not at the hearing stage.

12 ADMINISTRATOR PALLAS: Typically, that's how
13 it's been done in the past.

14 TRUSTEE BRENNAN: Okay. And, typically,
15 would the -- in an application like this, would the
16 Village Board determine -- take Lead Agency on it?

17 ADMINISTRATOR PALLAS: Typically, yes, that's
18 been --

19 TRUSTEE PHILLIPS: Yes.

20 ADMINISTRATOR PALLAS: Historically, yes.

21 JOHN COSTELLO: I could -- I could give you
22 an answer to that. The answer is very simple.
23 When you make an application to the DEC, the Army
24 Corps, the Department of State, or all those
25 agencies, they notify Greenport that this is

1 underway. At that time, somebody could take Lead
2 Agency status. Nobody in the Village of Greenport
3 did. The DEC presumes, and they will take over the
4 Lead Agency status when nobody else take -- offers
5 to take it.

6 TRUSTEE BRENNAN: What is the status of the
7 work that's in this permit?

8 JOHN COSTELLO: What is the status?

9 TRUSTEE BRENNAN: Yeah.

10 JOHN COSTELLO: Dangerous.

11 TRUSTEE BRENNAN: No, no. Has some of the
12 work -- has some of the work been undertaken?

13 JOHN COSTELLO: No, no. They relieve --
14 excavated to relieve the pressure, so it didn't
15 collapse when we're driving tractor trailer loads
16 of material. I was more concerned about the safety
17 than anything else. And if that contaminated fill,
18 if it is contaminated, it probably is -- this is a
19 World War I, World War II shipyard. I'm not part
20 of it. Guess what, leave it onsite.

21 TRUSTEE BRENNAN: When would you anticipate
22 starting construction?

23 JOHN COSTELLO: Yesterday, because when I
24 excavated it, you could consider that starting.

25 TRUSTEE BRENNAN: You could?

1 JOHN COSTELLO: You could. I did, because I
2 was -- I'll tell you what, I did not want the
3 consequence if it did fall over. And I did not
4 want the consequences if I had to go out there and
5 salvage a tractor trailer load of materials. I did
6 not.

7 TRUSTEE BRENNAN: When you resume work on
8 this, what would you anticipate the completion date
9 on it?

10 JOHN COSTELLO: Well, I'm going to have to do
11 it in some minor stages. You know, we're obligated
12 to a few other contracts, and we're going to try to
13 do it. And I have actually enlisted two other
14 marine contractors in the Greenport area to assist
15 me, if I need help.

16 Labor is a big problem in this local area.
17 And I have talked with Greenport Dock, and Heaney
18 Marine, both of them, "If I need help, would you
19 come and help me?" Steve accommodates and helps
20 those guys. He hauls their barges and maintains
21 them. There's several of us. Latham is another
22 one, but I didn't ask him. But let me tell you,
23 they'll all assist to try to get it done, but I
24 want to get it done so no one gets hurt.

25 TRUSTEE BRENNAN: Thank you. For the benefit

1 of the Board and the public, can you explain how a
2 bulkhead replacement job is done, and where the --
3 what's involved with the excavation, and why you're
4 excavating?

5 JOHN COSTELLO: Well, the bulkhead, this
6 bulkhead, typical bulkhead, it is falling over, and
7 they -- you have to put a frame up to be able to
8 put the vinyl sheathing in, and that's why I'm
9 going to do it in 50-foot sections, because I'm
10 going to excavate. I can hold that material
11 onsite.

12 He's got -- Steve Clarke is in the boat
13 business storing boats. Where am I going to put
14 it? I don't want it to be put on land and have it
15 rain and stuff migrate overboard. I'm going to do
16 piece, at a piece, at a piece. So what I'm going
17 to do is I'm going to take 50 foot out, dispose of
18 it. It has to go to a landfill that is licensed to
19 take creosoted disposable material. Anything that
20 has got contamination in it has to go to a proper
21 place. It's going to be shipped out of here, out
22 of this Greenport area.

23 And then what I'm going to do is put the
24 framing in. The framing is there. I purchased --
25 got it purchased, and we're going to put the

1 framing in and sheath up 50 feet. From that part,
2 I'll put tie rods back into the bank, into the land
3 and reuse the fill, the 50 foot of fill that I got
4 in the way now. And I'm going to do that in three
5 stages, but that -- it is -- dock building is not a
6 fun, fun business. It's a little bit hard,
7 particularly about January.

8 (Laughter)

9 JOHN COSTELLO: And with the ice and whatnot,
10 we service the ferry companies and we do whatever
11 we need to do, and we do it reasonably well.

12 TRUSTEE BRENNAN: Is it possible to put the
13 vinyl sheathing in in front of the failed bulkhead,
14 or are you -- are you talking about removing the
15 failed bulkhead material and then sheathing?

16 JOHN COSTELLO: That would be probably a
17 logic thought. The DEC does not want you to take
18 up waterfront property. They don't -- not want to
19 give up waterfront. They will allow it, but the
20 permit process is considerably longer,
21 considerably. And we do that, we had -- did that
22 at Claudio's. We went out in front of the existing
23 dilapidated bulkheads, and we went out and they
24 wanted to keep it within 18 inches. We don't want
25 you -- you can't, but I don't want to stop the

1 process. I don't want to delay the permit process,
2 because this was originally the Village of
3 Greenport, dangerous, and I don't want that. But
4 that would be logical, to go out a few inches
5 ahead.

6 TRUSTEE BRENNAN: That's not the strategy in
7 this particular case?

8 JOHN COSTELLO: Yeah, yeah, that would be,
9 that would be. That would be, but I don't know,
10 that would be a little bit on the smart side, and I
11 don't want to pretend to be that.

12 TRUSTEE BRENNAN: Thank you.

13 JOHN COSTELLO: Anybody? Any other Board
14 Members.

15 MAYOR STUESSI: Anybody else have questions?

16 (No Response)

17 MAYOR STUESSI: Thank you, Mr. Costello.

18 JOHN SALADINO: I have a question.

19 MAYOR STUESSI: Yes, please, sir.

20 JOHN SALADINO: John, John Saladino, Sixth
21 Street. In the interest of full disclosure, I'm a
22 member of the CAC, I'm part of the people that made
23 this recommendation to the Board.

24 Without getting into the history, or
25 tradition, or logistic -- well, logistics a little

1 bit, the property -- the bulkhead -- one of the
2 bulkheads in question has already been excavated.
3 There'd no containment, the soil is onsite. By the
4 applicant's own admission, the soil is probably
5 contaminated. His own admission, the soil's
6 probably contaminated.

7 Nobody on the CAC is looking to put Greenport
8 Shipyard out of business, but New York State Law
9 says if soil is uncertified, unclassified,
10 uncertified, uncertified, unclassified, whatever
11 the word is, you can't put it back in the ground
12 until it's tested. That's New York State Law. I
13 believe it's 375, Article 375. You guys can look
14 it up if you want.

15 The work was done without a permit. The
16 property, part of the project's been excavated.
17 The soil is on the property. There's no
18 containment, there's no containment booms. By
19 direct contamination, suspended sedimentation,
20 whatever is in that soil is going into the
21 watercourse.

22 We're all environmentally sensitive here.
23 Everybody thinks we should -- previously, as -- and
24 before we get into previously, as far as the
25 bulkhead, nobody's got a problem with vinyl

1 bulkhead, the CAC has absolutely no problem with a
2 vinyl bulkhead. I'm not quite sure if it's water
3 tight, you know, but I'll take the dock-builder's
4 word for it. The problem the CAC has is the
5 disturbance area behind the bulkhead.

6 To install a new bulkhead, you have an
7 8-foot, 10-foot, 6-foot disturbance area behind the
8 bulkhead, and you go down as far as the tie rods
9 or -- I don't know, 6 feet, 7 feet. There's a
10 dock-builder here, you can ask him at the next
11 public hearing.

12 We're talking hundreds, maybe thousand cubic
13 yards of soil that's uncertified. That soil comes
14 out, the old bulkhead comes out, and the new
15 bulkhead goes in. The dock-builder's contention
16 is, "Well, we'll just put the old soil back in."
17 By New York State Law you can't do that unless it's
18 certified. I believe there's four steps, the
19 highest is residential and the lowest is
20 industrial, I think, but it has to be decided
21 what's exactly in that soil.

22 Years ago, I submitted a report from the
23 U.S. Navy to this Board -- well, to the Village
24 Board about remediation to the shipyard. Again, by
25 the applicant's own admission, the soil is probably

1 contaminated. The Navy says any shipyard, the soil
2 is contaminated. This ship yard's been existence
3 since 1850, 1840, 1870. Best practice would be to
4 test the soil. That's all we ask for, test the
5 soil, heavy metals, VVOCs, VOCs, pesticides. I'll
6 ask the Board. Is that what you want in the
7 watercourse? Is that what you want in the
8 watercourse?

9 The second question I have here, is Greenport
10 Shipyard too big to fail? Are they too big to
11 comply with the laws of the Village? I mean, we're
12 not asking for much. And to say that the cost of
13 testing is catastrophic, I priced it. Depending on
14 how many feet, for every thousand yards of soil
15 that's excavated, they need one test site, and then
16 the price of actually testing that soil. It's not
17 like you got to drill 37, or 50, or 100 test wells.
18 Every thousand cubic feet is one test. We're not
19 talking about catastrophic, to quote them, amounts
20 of money to do this testing.

21 We made our recommendation. You heard what I
22 have to say, you heard what the applicant have to
23 say. It's up to you now. Now you guys have to
24 decide if this is best practice, or if we're going
25 to, like the last time this happened without a

1 permit -- and let me remind you that the excavation
2 that's done there now is without a permit. So to
3 say that, "Well, it was an emergency," you have to
4 prove that to somebody. You can't bring up the --
5 and say, "Listen, I got an emergency here, I got to
6 excavate 50, or 100, 150 of bulkhead." You can't
7 do that, your own code says you can't do that.

8 So, I mean, either we're going to take it
9 serious or we're not. Thank you. Thanks for
10 listening.

11 MAYOR STUESSI: If you could just hold on for
12 a moment, if anybody on the Board has any questions
13 for Mr. Saladino. No?

14 TRUSTEE ROBINS: No.

15 MAYOR STUESSI: Thank you, sir.

16 JOHN COSTELLO: Could I make one more
17 statement?

18 MAYOR STUESSI: Yes. If you just mind
19 repeating your name and address for the record,
20 please.

21 JOHN COSTELLO: Again, my name is still
22 John A. Costello, and I am the president and the
23 owner of Costello Marine Contracting. I'm just
24 telling you, when we remove soil off site, I'm
25 going to show the Board, this is typically the

1 testing, that's all. One, two, three, and it goes
2 up to Page 8 of testings that had to be done.
3 That's because you know why? We removed the soil
4 from the site, we had to truck it out and we had to
5 have it tested. But there's eight pages of
6 testing, and it took us three months to get it
7 done, to get it done and get the report back that,
8 oh, there's -- it's got some contaminants in it,
9 but they're permissible levels. And I tell you,
10 it's not an easy process. And if the Village wants
11 to do it, set your criteria up when you do the
12 water laws, waterfront laws. I mean, set it up so
13 anybody can follow it, A, B or C. It would be
14 appreciated. Thank you.

15 MAYOR STUESSI: Thank you. Would anybody
16 from the public like to speak? Yes, Mr. Clarke.

17 STEVEN CLARKE: Steven Clarke, 139 Fourth
18 Street, Greenport. I just want to clarify. Maybe
19 I don't need to, but there's nothing, none of it,
20 anything that's being done, any of the work that
21 Costello Marine or any of the other people working
22 with him, not a -- not a pail full, not a shovel
23 full, none of that is being removed from the
24 shipyard. It's just being pulled back away so that
25 this plastic bulkheading can be placed.

1 And that plastic bulkhead is impervious to
2 being -- nothing, no liquid, no materials go
3 through that vinyl, whatever you call it, the -- I
4 call it plastic bulkheading. And I've got hundreds
5 of feet of it that's already been done by
6 Mr. Costello's brother and by his son. It's for
7 you to take a look at down at the shipyard if you
8 want to see what it looks like. And that's all
9 we're suggesting, is to -- is to finish what
10 Mr. Costello started, unfortunately without a
11 permit, to finish up what -- what he started once
12 you all approve it. Obviously, we're not doing
13 anything without -- without the permits that will
14 allow him to go ahead and finish this.

15 But the -- anything that gets removed is just
16 pulled back away, except for -- and you've got --
17 you've got the same problem at Mitchell Park. What
18 is leaving the site is 75 or 80-year-old tongue and
19 groove creosote bulkheading, and probably a couple
20 of steel rods -- not a couple, probably 30 or 40
21 steel rods that are -- that have rusted out, the
22 tie rods. And there are also some pilings that are
23 creosote pilings. They will definitely leave the
24 shipyard, and they will be taken care of the way
25 they're supposed to be taken care of. But the

1 soil, the soil that Mr. Saladino has made reference
2 to is all staying on the property and will go right
3 back, right back where it's been.

4 You've got exactly the same project over here
5 at Mitchell Park, when you can get to it, and
6 you're not going to get to it tomorrow. You've got
7 the same problem I've got. You've got -- you've
8 got money, as well as time, to put the whole
9 project together. But when you get to Mitchell
10 Park, you've got stuff that's got to leave the
11 park, and you've got everything behind the
12 bulkheads that's going to be pulled out of the way.
13 And after -- and I don't know, but I assume you'll
14 be putting vinyl bulkheading in. I can give you
15 the name of the contractor, the supplier, and the
16 number and data on this to give you the absolute
17 best bulkheading that you could get. And once that
18 goes in there, then the soil that's been pulled
19 back away from it over at Mitchell Park would be
20 put right up against it.

21 And as far as Mitchell Park goes, at one
22 time -- at one time, I think there were 23 marine
23 railways in the Village of Greenport. Several of
24 them were at Mitchell Park. So when we talk about
25 contaminated soil, I think the attitude to take is

1 to keep it where it is. I see absolutely no
2 reason, when you do Mitchell Park, to have a -- to
3 make a catastrophic case out of it. You do the job
4 and you put the -- put the soil right back on it
5 again, and you grow grass on it again, the same
6 way, the same way that you got it.

7 The Village -- Greenport Yacht & Ship
8 Building is basically just taking the soil, the
9 dirt, whatever is in back of these aging tongue and
10 groove creosote piles with their creosote
11 sheathing, together with the creosote piles and a
12 bunch of worn out tie rods, and pulling all that
13 stuff back, putting in a new vinyl bulkhead, and
14 putting everything back up against the bulkhead
15 with new tie rods. And the existing creosote and
16 steel will be disposed of in accordance with what
17 Mr. Costello, obviously, has spent a lifetime
18 getting rid of this stuff. I don't know where it
19 goes. Wherever it goes is the same place you've
20 got the problem with the -- with the CCA bulkhead
21 over at Mitchell Park. And it's the same problem,
22 all of it there on the waterfront, and there are
23 many, many, many waterfront owners in the Village
24 of Greenport within the Incorporated Village, and
25 each of us have the same problem.

1 I just have -- I mean, this is just coming up
2 now, and, obviously, this is no small project, this
3 is one of the bigger projects that I've had. But I
4 would invite anybody to come down to Greenport
5 Yacht & Ship Building to see existing vinyl
6 bulkheads that have been done in the past, and can
7 see what we're doing with what is -- with what is
8 part of this proposal. Thank you.

9 MAYOR STUESSI: Thank you, sir.

10 TRUSTEE PHILLIPS: Mayor, I just have --
11 John.

12 MAYOR STUESSI: Yes.

13 TRUSTEE PHILLIPS: John, I just have one
14 question. You mentioned the eight places --

15 MAYOR STUESSI: Saladino or Costello?

16 TRUSTEE PHILLIPS: No, no, I'm sorry, John
17 Costello. I'm sorry. You mentioned eight, you had
18 that paperwork for eight, eight items that were
19 disposed of that were tested.

20 JOHN COSTELLO: Yes.

21 TRUSTEE PHILLIPS: Was that another project,
22 or was that from Steve's?

23 JOHN COSTELLO: No, not for Steve. It never
24 tested, the DEC did not require it. But other jobs
25 where I had to remove the material off site, and

1 there's a possibility that you will do that at
2 Mitchell Park, possibly. I don't know. You might
3 be able to store it, but you wouldn't --

4 TRUSTEE PHILLIPS: No, I'm not talking about
5 Mitchell Park. What I'm asking, you stated that
6 you had testing done for eight different sites.
7 You know, you had a piece of paper there that for
8 eight different areas, or something that was taken
9 away to a site.

10 JOHN COSTELLO: Yeah.

11 TRUSTEE PHILLIPS: Was that from Steve's, or
12 was that from another project?

13 JOHN COSTELLO: No, it was -- none of it from
14 Steve's.

15 TRUSTEE PHILLIPS: Okay. That's what I
16 wanted to know.

17 JOHN COSTELLO: No, none of it.

18 TRUSTEE PHILLIPS: Okay.

19 JOHN COSTELLO: I couldn't tell you the site
20 without an attorney.

21 TRUSTEE PHILLIPS: Well, no, because -- no,
22 no, I don't want it, but it would have -- it would
23 have been tested, so I'm assuming you would have
24 had soil in with all of that stuff, as well as the
25 bulkheading and whatever. That's what I was

1 reaching for.

2 JOHN COSTELLO: Yeah.

3 TRUSTEE PHILLIPS: Okay? All right.

4 MAYOR STUESSI: Thank you, sir. Unless
5 anybody from the public or the Board -- yes,
6 please, if you could state your name and address
7 for the record, please.

8 PRISCILLA JOHNSON: Priscilla Johnson,
9 130 Ludlam Place in Greenport. I -- this is a
10 little bit confusing, but the things is I really
11 just feel like Steve Clarke and John Costello are
12 two of our extremely important waterfront business
13 gentlemen who have been here for a long time and
14 know a lot about what they're doing. And I think
15 that Mr. Pallas and Mr. Saladino made some very
16 good points, and, definitely, people shouldn't be
17 doing excavations without the proper permitting,
18 but it is so confusing about four different DEC's,
19 and then CAC's, and some give permission and some
20 don't.

21 But the question that stays in my mind is
22 that Mr. Saladino talks about you just need to get
23 this stuff tested. But what if, when you test it,
24 it does prove to be toxic, noxious, too many parts
25 per whatever, and then it does have to be removed?

1 I mean, it's not -- you can't just say you need to
2 do the testing, that's not really the point. The
3 point is once you have the testing, what -- what
4 are the parameters around the testing, and what
5 happens then?

6 I would like to see these bulkheads, you
7 know, fixed. I'd like them to be permitted
8 properly and everything to be good, and I certainly
9 don't want any toxins going more in our waterways
10 than are absolutely necessary. But -- but you
11 really have come up with a -- something that I
12 don't -- I don't see an easy solution to without
13 knowing more about the testing, and what it -- what
14 it's going to prove, or what it -- whether it's
15 really necessary.

16 TRUSTEE PHILLIPS: Thanks, Poppy.

17 MAYOR STUESSI: Thank you. Anybody else from
18 the public?

19 SHEILA CROWLEY: (Raised Hand).

20 MAYOR STUESSI: Yes, please, if you'd would
21 to go to the podium?

22 SHEILA CROWLEY: My name is Sheila Crowley,
23 219 Monsell Place. And I'm a little nervous,
24 because I don't come here as often. But I was just
25 curious, because this working waterfront, right,

1 this whole movement that this new Board, and
2 partially new Board, has been talking about, and
3 getting me very excited about. I wonder, property
4 owners who have inherited, right, World War I, II,
5 you know, materials, whatever, is there some
6 thinking that -- you had mentioned, you know, the
7 Federal Government will help with Mitchell Park,
8 that makes sense, municipal. But maybe there's an
9 opportunity to say, you know, this is going to be
10 ongoing. There are going to be other people who
11 need bulkhead, right, help? Is there something to
12 be said for -- can we think about funding that will
13 support, for example, if this does goes through,
14 and he has to, you know, incur inordinate expenses
15 to remediate it, is there some thinking about
16 getting some funding that would help any private
17 homeowner in the same -- or commercial owner, some
18 support to work through, right, this pretty large,
19 seemingly large challenge? Just a thought.

20 MAYOR STUESSI: Thank you.

21 SHEILA CROWLEY: Thank you.

22 MAYOR STUESSI: Would anybody else from the
23 public like to speak?

24 (No Response)

25 MAYOR STUESSI: With that, unless the Board

1 has anything else, I'd like to make a motion to
2 close the public hearing on this, and we'll discuss
3 it further at work session. May I have a second?

4 TRUSTEE PHILLIPS: I'll second it.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Motion carries. Thank you both.

12 Up next, we have a *public hearing regarding*
13 *the Wetlands Permit Application submitted by Robert*
14 *E. Herrmann, Coastal Management Specialist of*
15 *En-Consultants of Stirling Cove Condominium on*
16 *behalf of Robert Ward, President for the property*
17 *at 49 Stirling Cove (property located at the*
18 *eastern end of Central Avenue), Greenport,*
19 *New York, 11944 to perform the following work:*

20 *On the west side of the boat basin, remove*
21 *and replace (in-place) ± 140 feet of timber*
22 *bulkhead with vinyl bulkhead, install 3' x 20'*
23 *aluminum ramp, 6 x 20' float, and 4' x 105' floating*
24 *dock, and remove and replace (5) ramps and floats*
25 *with (4) individual 3' x 24' finger floats and (1)*

1 *individual 3' x 21' finger float; on the south side*
2 *of boat basin, remove a ± 60' and ± 70' sections of*
3 *bulkhead, excavate ± 440 square feet upland area to*
4 *a depth of -4' MLW (remove ± 150 cubic yards of*
5 *soil), and construct 100 -- ± 130' Vinyl bulkhead*
6 *(up to 7 feet landward); on the east side of the*
7 *boat basin, remove and replace (in-place) ± 125*
8 *timber bulkhead with -- I assume that's 125 feet*
9 *timber bulkhead with vinyl bulkhead. Install a*
10 *3' x 20' aluminum ramp, 6' x 20' float, and a*
11 *4' x 102' floating dock, and remove and replace (5)*
12 *individual ramps and floats with (4) individual*
13 *3' x 24' finger floats and (1) individual 3' x 21'*
14 *finger float; on the east side of channel, remove*
15 *and replace (in-place) ± 111 foot section of timber*
16 *bulkhead with vinyl bulkhead, and install a*
17 *4' x 32' float; at the entrance to the channel,*
18 *remove (2) individual ± 10' sections of bulkhead,*
19 *excavate ± 50 square feet of upland area to a depth*
20 *of -4 --*

21 TRUSTEE PHILLIPS: Mean Low Water.

22 MAYOR STUESSI: *Mean Low Water (remove ± 20*
23 *cubic yards of soil), and construct (1) individual*
24 *± 10' section of bulkhead (up to 7 feet landward,*
25 *to create chamfered corner); remove and replace*

1 *(in-place) ± 10' section of harborside bulkhead;*
2 *incidentally dredge ± 4,326 square foot area within*
3 *10 feet of the reconstructed bulkheading to a*
4 *maximum depth of less -- -4' Mean Low Water, and*
5 *use approximately 175 cubic yards of spoil as*
6 *backfill; and replace existing asphalt within ± 20'*
7 *wide disturbance area landward of reconstructed*
8 *bulkheading, all as depicted in the project plan*
9 *prepared by En-Consultants, dated February 26,*
10 *2023, last revised April 24th, 2023.*

11 State your name and address for the record,
12 please.

13 ROB HERRMANN: Good evening. Rob Herrmann of
14 En-Consultants, 1319 North Sea Road, Southampton,
15 New York, 11968. I am the agent for the applicant,
16 Stirling Cove Condominium. And Ian Crowley of
17 Crowley Marine Dockbuilding is also here. He is
18 the contractor for the project.

19 Work that's being done here is actually a lot
20 simpler than that project description makes it
21 sound. So this is the private basin for Stirling
22 Cove Condominium, which is labeled here Rackets
23 Basin on the survey. And, basically, the work
24 is -- that's being performed has kind of two
25 components, all of which is really maintenance,

1 which is why we're here in front of you tonight.

2 So the entire -- the bulkhead that rims the
3 entire perimeter here of the basin is being removed
4 in place, with two exceptions. This section of
5 bulkhead that runs here kind of angles into the
6 basin a little bit. So if you look at the project
7 plan that was submitted with the application, you
8 can see that the new bulkhead here will actually be
9 pulled back more into the upland than the existing
10 angle that's -- there's two angled sections of
11 bulkhead that form like a very oblique "V", and
12 there will be just a straight section of bulkhead
13 there. And then out at the inlet, where you get
14 out into Greenport Harbor, you can see this section
15 of bulkhead kind of angles toward the other side of
16 the channel a little bit. So they're doing a
17 similar thing here, where they're actually removing
18 a little "V" shaped section here. So, basically,
19 replacing existing upland waterway. So there's
20 nothing that's encroaching out onto the waterway.
21 The two changes here are pulling, are pulling away.

22 The other aspect of the project has to do
23 with the existing docks and slips. Number of slips
24 don't change, the number of docks don't change.
25 The difference is right now every single dockage

1 spot has a ramp that is hinged onto the top of the
2 bulkhead and slopes down onto a 5-foot wide float.
3 Whereas the proposal here is to create a float that
4 will ride along the side of the bulkhead, have two
5 distinct points of access here, so, in other words,
6 two ramps instead of 10. And then you get down to
7 a float, and instead of having these 5-foot-wide
8 floats that you walk onto from a ramp, they're just
9 3-foot finger floats that would have a boat dock on
10 each side.

11 So, essentially, the marina, as the crowd
12 flies, still ends up looking the same, but you've
13 got two sections of bulkhead that are straightened
14 out, create a little bit more waterway. And you
15 end up with the same number of dockage facilities
16 and slips, just a little more fishing and easier
17 access that removes the ramps and replaces it with
18 a completely floating dock style of access.

19 The area adjacent to the bulkheading, as you
20 describe, will be what the State DEC refers to as
21 incidentally dredged to a 4-foot depth, and that's
22 just really from the idea that over time these
23 bulkheads, as they deteriorate, do naturally lose
24 upland material into the waterway. So when you're
25 replacing the bulkhead, you're allowed to recover

1 that material and place it back behind the
2 bulkhead.

3 I would hate to get back into any sort of
4 conversation that just occurred, but, for the
5 record, all of the spoil materials that are coming
6 from that incidental dredging will remain onsite,
7 they get used as backfill behind the bulkhead.

8 And that's really about all of it. I don't
9 know, Ian, if you think I didn't cover anything.
10 But if the Board has any questions, I'm happy to
11 address them.

12 MAYOR STUESSI: Before the Board asks some
13 questions, Paul, would you reiterate for the public
14 the position of the CAC on this?

15 ADMINISTRATOR PALLAS: Yeah. The CAC met on
16 this, on this application with the -- with the
17 contractor and we didn't -- we didn't have any, we
18 don't have any recommended conditions for this
19 project.

20 MAYOR STUESSI: Okay.

21 TRUSTEE PHILLIPS: I find that amazing, since
22 it used to Sweet's Shipyard. It used to be a
23 shipyard, so I find that amazing that we're not
24 going on its history, unless it was cleared when
25 the original condominiums were put in and the

1 bulkhead was put in there. Is that -- how old is
2 that bulkhead in Rackets shipyard -- I mean, in
3 Rackets Basin?

4 ROB HERRMANN: Do you have any idea, Ian.

5 IAN CROWLEY: Probably back in the '80s.

6 ROB HERRMANN: From the '80s.

7 TRUSTEE ROBINS: That's when they built those
8 condos.

9 TRUSTEE PHILLIPS: Was it tested in the '80s?

10 ROB HERRMANN: I have no idea.

11 JOHN SALADINO: I do.

12 TRUSTEE PHILLIPS: Well, I'm asking the
13 question, because I think, you know, we asked it
14 from -- we asked it from the previous applicant,
15 and this condominium complex used to be Sweet's
16 Shipyard. It used to have a railway.

17 ROB HERRMANN: Right.

18 TRUSTEE PHILLIPS: It used to have --

19 ROB HERRMANN: Well, I have never really
20 heard a debate and conversation over something
21 that's really pretty simple made as complicated as
22 it probably seemed to everyone, so I'll give you my
23 take on it quickly.

24 TRUSTEE PHILLIPS: That's great. Thank you.

25 ROB HERRMANN: So what one of the gentlemen

1 was talking about is there is a division within the
2 New York State Department of Environmental
3 Conservation, its Division of Solid and Hazardous
4 Waste.

5 TRUSTEE PHILLIPS: Correct.

6 ROB HERRMANN: So when you dredge, if you
7 take those dredge spoils and you take them off site
8 to someplace that's out of this DEC's tidal
9 wetlands jurisdiction, then you are required, in
10 most cases, to gain approval from the Division of
11 Solid and Hazardous Waste, and required with that
12 approval in most cases is sediment sampling and
13 testing. But, again, to be clear, this is when you
14 are talking about in-water bottom sediment that is
15 being dredged, disturbed, picked up and taken
16 somewhere else.

17 The conversation that was occurring in the
18 prior hearing seemed to have to do with upland
19 soils that are located behind the bulkhead. I have
20 never -- I mean, I haven't been around as long as
21 John Costello has, but the 30 years that I've been
22 doing environmental permitting, I had never in my
23 life heard the idea that upland soils located
24 behind the bulkhead that are being pulled back, as
25 is required by the DEC before removal of the

1 bulkhead begins, that before that material would be
2 pushed back to the bulkhead would be tested. There
3 is no such requirement in connection with these
4 New York State DEC tidal wetlands permit
5 applications. Again, that requirement absolutely
6 exists with dredged spoil that's being taken off
7 site.

8 Now, if you have dredge spoil that is being
9 retained onsite and used as backfill, so, in other
10 words, if this is the bulkhead, you're picking up
11 material here and literally putting it here, there
12 is no requirement for testing, never has been and
13 there isn't. So that's why in -- I would presume
14 in the case of the prior hearing, what John
15 Costello was stating was that there was no
16 requirement for testing. The same thing here.
17 There was no requirement for testing by the State.
18 If we propose to take the in-water spoils somewhere
19 elsewhere where it might be repurposed for a
20 playground, or a baseball field, or something like
21 that --

22 TRUSTEE PHILLIPS: That has to be tested.

23 ROB HERRMANN: -- absolutely, we would be
24 required to do that.

25 TRUSTEE PHILLIPS: Okay.

1 ROB HERRMANN: So that's what I can tell you
2 about how that -- how that works. It's really not
3 as complicated as it was sort of coming across with
4 that.

5 TRUSTEE PHILLIPS: Thank you, Mr. Herrmann, I
6 really appreciate that.

7 ROB HERRMANN: You're welcome.

8 MAYOR STUESSI: When do you anticipate
9 starting this project, and how long do you
10 anticipate it to take place --

11 ROB HERRMANN: The project --

12 MAYOR STUESSI: -- before it's finished?

13 ROB HERRMANN: The project would hopefully
14 start this Fall. I don't know. Ian, how many
15 months would you say?

16 IAN CROWLEY: October 1st, probably four
17 months.

18 ROB HERRMANN: October 1st, four months more
19 or less, so it would occur basically during the
20 winter.

21 MAYOR STUESSI: Anybody else from the Board?

22 TRUSTEE ROBINS: No. I mean, the description
23 of the project is so totally thorough that I
24 understand. Guys, good job.

25 ROB HERRMANN: Great, thank you.

1 TRUSTEE BRENNAN: Do you ever find a case
2 where the underwater spoils from the incidental
3 dredging cannot be used as backfill?

4 ROB HERRMANN: So, again, if the material
5 is -- from the incidental dredging is being
6 retained onsite as backfill, it's not being
7 required to be tested. If you were on a creek, or
8 something like that, where you had material that
9 was, you know, really fine, muddy, mucky, silty
10 material, if that's what you're asking, maybe
11 material like that might not actually be usable.
12 In that case, if you were going to truck it away
13 outside tidal wetlands jurisdiction, instead of
14 using it as backfill, there again triggers that
15 testing requirement. And the DEC even puts those
16 conditions right into their permits, that even if
17 you're proposing to use it as backfill, they will
18 sometimes include a condition that if that changes
19 and the material is going to be taken off site, you
20 can't just do that. You can't just decide
21 mid-stream, well, you know, we're not, we're not --
22 we're going to take it away. You would have to go
23 back to the Division of Solid and Hazardous Waste.

24 The enforcement of this really started, I
25 would say, 15 to 20 years ago, because what started

1 that, there was somebody someplace who took
2 material from one of these sites and then just
3 dumped it somewhere it wasn't supposed to be. And
4 it's because people used to say, well, we're going
5 it take the material and move it off and truck it
6 to, you know, some -- someplace off site, which is
7 fine, if a contractor is taking it back to their
8 yard, or to be reused in another job, or something
9 like that. But at some point somebody did
10 something stupid with it. And I remember, it was
11 when Karen Graulich was at the DEC, they started
12 talking about the fact that, no, you can't just do
13 that. You have to actually go to the Division of
14 Solid and Hazardous Waste, and they started getting
15 much more meticulous about putting that requirement
16 into the permits.

17 And it is, it's an expensive testing process,
18 and it's burdensome, because there's really no
19 place you can take the contaminated spoil, and
20 that's really what the problem is. Like I don't --
21 I can't really think of a time in over 20 years
22 that we've dealt with a contaminated spoil site,
23 but there was like one site in the Town of
24 Brookhaven who would take it.

25 So most dredge projects -- this is not a

1 dredge project, this is incidental dredging in
2 connection with a bulkhead. But most dredge
3 projects I have been associated with, the goal is
4 to try to find someplace onsite within tidal
5 wetlands jurisdiction that the material is going to
6 be repurposed, just because if the material is not
7 reusable, it becomes very difficult to find someone
8 who will take it, because it can't be reused.

9 TRUSTEE BRENNAN: Does the permit, the DEC
10 permit conditions for this project, do they
11 contemplate this idea, that if the soil -- if the
12 incidental dredging, underwater soil is not
13 suitable, you then have to get further permission --

14 ROB HERRMANN: I would have to look in the --
15 I would have to look in the special condition of
16 the permit. I don't know if they put that into
17 this permit or not.

18 TRUSTEE BRENNAN: Are you anticipating that
19 the soil is mostly sandy soils, and that they would
20 be structurally suitable to put under --

21 IAN CROWLEY: I think most of it is probably
22 fill from --

23 TRUSTEE BRENNAN: Excuse me. Yeah, you have
24 to state your name.

25 ROB HERRMANN: Yeah, Ian, why don't you speak

1 to that.

2 TRUSTEE BRENNAN: State your name, please.

3 IAN CROWLEY: Ian Crowley, on behalf of the
4 condos, Stirling Cove Condos.

5 I would think most of it that's adjacent to
6 the bulkhead is probably fill that -- clean fill
7 that they put in over the years, because they've
8 got a substantial amount of subsidence behind the
9 bulkhead. The bulkhead is shot, CCA bulkhead is
10 shot, but what it is, I'm not sure. But like he --
11 what Rob said, if it's going to stay onsite,
12 generally speaking, they don't -- there's no review
13 of it. If you're going to truck it somewhere --
14 and the place in Brookhaven, I think, takes up to a
15 certain level of contamination.

16 TRUSTEE PHILLIPS: It has to go to
17 Pennsylvania somewhere.

18 IAN CROWLEY: It's got to go like Jersey or
19 Pennsylvania, and it is remarkably expensive to get
20 rid of. We looked at a piece of property in
21 Cutchogue that had like 1,000 cubic yards of --
22 Mary Bess, may know where I'm talking about, and
23 the remediation was like 780,000, and this is seven
24 years ago.

25 TRUSTEE PHILLIPS: Yep.

1 IAN CROWLEY: \$780,000. So it was like
2 \$1,000 a yard to get rid of it.

3 TRUSTEE BRENNAN: Could you walk us through
4 the construction sequence for the bulkhead
5 replacement?

6 IAN CROWLEY: If -- well, John had described,
7 with this, we have a little bit more room, but it
8 would be excavating. And the DEC permit says prior
9 to the removal of the bulkhead, the soil behind the
10 bulkhead has to be completely excavated, and put to
11 not re-enter the waterway. And then you take out
12 the bulkhead, put the new bulkhead in, new back in,
13 and then put the backfill back in. After that has
14 settled, from the barge, you just clean up in the
15 10-foot, because you lose a significant amount of
16 soil during construction. You can only dig down
17 about low water.

18 TRUSTEE BRENNAN: You'd be stockpiling the
19 materials temporarily onsite?

20 IAN CROWLEY: Onsite, yeah, behind the --
21 behind the excavation in the parking lot area.
22 Again, it's days that it's up, it's not weeks that
23 it's up. You know, you do a 100-foot section, you
24 have to it up for a couple of days, it goes right
25 back in the hole.

1 TRUSTEE BRENNAN: And how long do you think
2 the project takes?

3 IAN CROWLEY: Well, with the floats and
4 everything, I'm going to probably be there about
5 four months.

6 TRUSTEE BRENNAN: Okay. Aside from the
7 floats, the bulkheading project.

8 IAN CROWLEY: We can build about 20 foot of
9 bulkhead a day.

10 TRUSTEE BRENNAN: Okay. I don't remember.

11 IAN CROWLEY: When I'm there.

12 (Laughter)

13 TRUSTEE BRENNAN: There's a couple of hundred
14 feet?

15 IAN CROWLEY: Yeah. When I'm not there,
16 about eight.

17 (Laughter)

18 TRUSTEE BRENNAN: All right. What's the math
19 on that, though?

20 IAN CROWLEY: (Laughter).

21 TRUSTEE BRENNAN: You're talking about two
22 months, or something like that?

23 IAN CROWLEY: Yeah, it's at least -- yeah,
24 it's probably two months of bulkhead.

25 TRUSTEE BRENNAN: Okay.

1 IAN CROWLEY: Maybe a -- maybe a little bit.
2 more. And it's also, we're getting -- going to be
3 getting into the winter, it's hard to say. We've
4 been getting great weather and have been very
5 productive in the winter, but sometimes you're on
6 the water, it gets pretty cruddy.

7 TRUSTEE BRENNAN: Thank you.

8 TRUSTEE PHILLIPS: Yeah, slightly.

9 IAN CROWLEY: Yeah.

10 (Laughter)

11 MAYOR STUESSI: Any other questions for the
12 gentlemen?

13 TRUSTEE PHILLIPS: No.

14 ROB HERRMANN: Let me just finish responding
15 to that question. Ian, do you have that PDF again?
16 I remember what happened with this. We had
17 submitted it before, like right before we got the
18 DEC permit, and I don't think we forwarded it to
19 Paul.

20 So, just for the record, I had asked Paul
21 Pallas for a copy of the DEC permit that we
22 submitted with our application, and I realize we
23 didn't submit a copy of the DEC permit with the
24 application, because when we submitted it, we were
25 anticipating receiving it shortly thereafter, which

1 we did, but then we apparently forgot to send you
2 the copy of the permit. So I need to double-check
3 that to make sure that -- to make sure that you
4 have it.

5 But to answer the Trustee's question, Special
6 Condition No. 16 reads, "Dredging is to remain
7 onsite/within wetland. Dredge material approved to
8 remain onsite and/or within the New York State DEC
9 tidal wetlands jurisdiction shall be retained so as
10 not to enter any" -- "re-enter any water body,
11 tidal wetlands or protected buffer areas. Offsite
12 upland disposal of dredge material beyond New York
13 State DEC tidal wetland jurisdiction requires the
14 additional guidance of the Division of Materials
15 Management," and they provide a phone number, "and
16 is not covered by this permit." So the answer to
17 your question is yes, they do put that restriction
18 on this permit. So if Ian went out there and
19 decided "Oh, I don't want to use this as backfill
20 anymore, we're going to truck it away," you can't.

21 IAN CROWLEY: But you could get permission
22 without testing to truck it to another DEC site --

23 ROB HERRMANN: Correct.

24 IAN CROWLEY: -- jurisdiction site. So if I
25 had to backfill a bulkhead on the Sound in

1 Southold, I could take it from there to Southold
2 with their blessing without testing.

3 ROB HERRMANN: I didn't want to add that
4 layer of complication, but that's correct. As
5 long --

6 (Laughter)

7 IAN CROWLEY: As long as it stays in their
8 jurisdiction, they're fine with it. They don't
9 want it going up where it's going to go into like
10 a water source or something like that.

11 ROB HERRMANN: Right.

12 IAN CROWLEY: They want it in their
13 jurisdiction.

14 ROB HERRMANN: If somebody else had a permit
15 to receive fill, this permit could be slated to
16 move that fill to some other permitted site without
17 Division of Solid Waste involvement, because it
18 would be within the tidal wetlands people's -- but
19 that's beyond the scope of what's happening here.

20 IAN CROWLEY: And I only mention that,
21 because I'm sure you guys are going to be doing
22 some legislating soon, wetlands code, I would
23 think.

24 TRUSTEE BRENNAN: Mr. Herrmann, did you say
25 earlier that in your career, 20, 30 years, that you

1 did not work on a project where the spoils were
2 trucked, to not --

3 ROB HERRMANN: No. What I was talking about
4 was I've never seen an instance where material that
5 is presently -- like, again, if this is the
6 bulkhead and you all are the bay, and I'm the
7 upland, where material was pulled back away from
8 the bulkhead, that that material would ever need to
9 be tested before it could be placed back behind the
10 bulkhead.

11 All of these regulations that relate to
12 sediment testing is in-water bottom sediment, it's
13 spoil, it's not upland material. I'm sure there
14 are other certification requirements in New York
15 State and beyond for what materials can be used, or
16 added, or removed, or whatever from a site, that's
17 beyond the scope of my career.

18 In terms of -- in terms of uplands, upland
19 soils that are behind the bulkhead, there's no
20 testing requirement ever that I've ever been aware
21 of that requires that material to be tested before
22 it stays right where it was taken from.

23 Again, if we're talking about in-water spoils
24 that are dredged, that's different. That's where
25 you have to keep it onsite, and if you move it

1 elsewhere, then you have to have it tested. And
2 that's what I was explaining to you, and that's
3 what this special condition of this permit
4 requires.

5 And that -- I mean, it was a good question
6 you ask, because I assume that condition, they're
7 now probably putting that on all of these types of
8 permits --

9 TRUSTEE PHILLIPS: It isn't. It isn't.

10 ROB HERRMANN: -- because we're making a
11 representation on this permit --

12 TRUSTEE PHILLIPS: It isn't --

13 ROB HERRMANN: -- that that spoil that's
14 coming out of the water that he's going to dredge,
15 that he's not taking somewhere else. So they're
16 putting in a condition that says this is what
17 you're representing. If you veer off course, you
18 can't do that without contacting Division of Solid
19 Waste. And the reason they do that is because they
20 don't have jurisdiction over it.

21 So it got a little more complicated than it
22 really is about being four different DEC's. It's
23 all the same DEC, its just different divisions
24 within that agency. So if Ian took that material
25 and drove it to Pennsylvania and dumped it in a

1 forest, the New York State Tidal Wetlands people --

2 TRUSTEE PHILLIPS: Have no choice.

3 ROB HERRMANN: -- don't have any jurisdiction
4 over that, they don't have any say. But the
5 Division of Solid Waste does have jurisdiction over
6 Ian taking that material and taking it somewhere
7 else. And that's why the tidal wetlands people put
8 in their permit, "You need to call this other
9 division if you try to do something like that." I
10 hope that simplifies it a little bit.

11 MAYOR STUESSI: Yes. Thank you very much.

12 TRUSTEE BRENNAN: That was very helpful.

13 TRUSTEE PHILLIPS: Thank you very much, I
14 appreciate it.

15 TRUSTEE BRENNAN: Thank you.

16 TRUSTEE PHILLIPS: I enjoyed the education.

17 ROB HERRMANN: You're welcome.

18 TRUSTEE BRENNAN: I have two other questions.

19 MAYOR STUESSI: For them?

20 TRUSTEE BRENNAN: No.

21 MAYOR STUESSI: Okay.

22 TRUSTEE BRENNAN: For them.

23 MAYOR STUESSI: Yeah, sure. You can go ahead
24 and be seated.

25 ROB HERRMANN: Thank you.

1 MAYOR STUESSI: You want to ask yours, or
2 instead of any public questions?

3 TRUSTEE BRENNAN: Yeah. My question, first
4 question is for the -- our Attorney. In the case
5 of the condominium, how does this Board manage
6 their conflict of interest responsibilities?
7 Because the applicant is the co-op -- the
8 condominium president.

9 ATTORNEY STOLAR: Again, it's the same
10 requirements, that you only -- the only requirement
11 under the General Municipal Law is that one, one
12 person sign a disclosure affidavit. It is
13 preferable, as we were speaking of before, that you
14 require the Board. In this instance, where you
15 have an HOA board, rather than an LLC, as we were
16 talking about before, it's preferable that you have
17 the names of the Board Members and have the Board
18 Members sign that same affidavit disclosing whether
19 they have an interest or not.

20 TRUSTEE BRENNAN: Would you recommend that we
21 do that going forward, or do you recommend we do
22 that for this application?

23 ATTORNEY STOLAR: Going forward.

24 TRUSTEE BRENNAN: Going forward.

25 ATTORNEY STOLAR: This application has been

1 submitted. I would recommend you do it going
2 forward.

3 TRUSTEE BRENNAN: Thank you. And then my
4 other question is for Mr. Pallas. Same questions
5 as before, SEQRA status on this?

6 ADMINISTRATOR PALLAS: Same question, same
7 answer.

8 TRUSTEE BRENNAN: Same answer?

9 ADMINISTRATOR PALLAS: Yes. It has not been
10 determined yet. It will be determined --
11 typically, we've done that at the stage of
12 approval.

13 TRUSTEE BRENNAN: Okay. Thank you. Thank you.

14 ROB HERRMANN: I did have actually just one,
15 one question for you, and whether it would be for
16 Paul or the Attorney. Typically, with Lead Agency
17 status, that Lead Agency then would have to make a
18 determination before the other agencies make a
19 determination. In this Village, we're required to
20 obtain all of the other nonlocal permits before
21 coming here. So it doesn't -- the logic doesn't
22 follow, to me, that the Village Board would want us
23 to get all these other permits before we can come
24 see you, but then you take Lead Agency status.
25 That would be an unusual sequence of events. So I

1 don't know if Paul or the Attorney has an opinion
2 on that.

3 MAYOR STUESSI: That microphone was passed
4 over quickly.

5 (Laughter)

6 ATTORNEY STOLAR: So this is a Type II
7 Action, at least that's -- the DEC reviews it as a
8 Type II Action. So, ultimately, under SEQRA, there
9 is not going to be any environmental review. You
10 do not have to worry about a coordinated review.
11 Every agency that's involved from a SEQRA
12 perspective can make their own determination and
13 move forward.

14 TRUSTEE BRENNAN: So in this case, it's not
15 going to be a coordinated review. Is Mr. Herrmann
16 correct in saying that there is a -- seems to be a
17 conflict between asking for the -- the Village
18 asking for the other approvals first? Does that
19 prevent us from taking Lead Agent status?

20 ATTORNEY STOLAR: No, no. As I said, because
21 it's a Type II, and there's no coordination amongst
22 the other potential Lead Agencies, you have an
23 obligation under SEQRA to do your own SEQRA
24 processing --

25 TRUSTEE BRENNAN: I see.

1 ATTORNEY STOLAR: -- of the application. So
2 you really don't have to -- you don't have to worry
3 about who does what first.

4 ROB HERRMANN: It would be different if it
5 were a Type I Action, then?

6 ATTORNEY STOLAR: Correct.

7 TRUSTEE PHILLIPS: Correct.

8 ROB HERRMANN: Okay. Thank you for
9 clarifying that. I was just curious about it. I
10 think that worked.

11 ATTORNEY STOLAR: I would say -- I would say
12 the DEC -- I was just looking at the permit. DEC
13 does classify this particular application, I
14 believe most of the applications they have, as --
15 for wetland permits as Type II Actions.

16 TRUSTEE PHILLIPS: Type II.

17 ROB HERRMANN: Yeah. Okay, thank you. Do
18 you need --

19 MAYOR STUESSI: All right. Thank you.

20 ROB HERRMANN: Did you need me for anything
21 else?

22 MAYOR STUESSI: No, thank you. Would anybody
23 from the public like to speak on this? Mr. Saladino.

24 JOHN SALADINO: John Saladino, Sixth Street.
25 I would just like to explain to the Board why the

1 disparity in the recommendations with the CAC
2 between the two projects.

3 The shipyard, it was obvious why we -- to us,
4 anyway, it was obvious why we recommended testing.
5 With this project, while it was a shipyard years
6 ago, since the '80s it became residential property.
7 And the article that I quoted about the levels of
8 classification of the soil, residential is at the
9 top. So if the property has homes built on it, and
10 we're assuming in the -- whenever those condos were
11 built, '80s?

12 TRUSTEE ROBINS: '80s.

13 JOHN SALADINO: '80s. The law was in effect
14 then, that the construction, the soil, the
15 construction area was certified and it was
16 certified as residential. So we didn't see the
17 need to ask for or recommend testing.

18 As far as what the gentleman just said about
19 properties with the upland portion of the soil
20 being tested, I kind of remember Mitchell Park,
21 that that soil was required by the State to be
22 tested. The upland portion was required to be
23 tested, not just the dredging, the
24 incidental dredging, the upland portion.

25 The history of the shipyard in -- anyone that

1 wants to think about it seriously, just the history
2 of the shipyard would seem like testing the soil
3 there that might leach back into the watercourse
4 would be best practice. Again, you guys do what
5 you want. But that's the reason for the -- for the
6 disparity in the recommendation.

7 TRUSTEE BRENNAN: You said --

8 MAYOR STUESSI: I appreciate that. I was
9 just --

10 TRUSTEE BRENNAN: Go ahead.

11 MAYOR STUESSI: I was just going to make a
12 suggestion, that because we closed that last
13 hearing, maybe we could ask Mr. Saladino to speak
14 at our next work session in regards to this when
15 we're still reviewing that one.

16 TRUSTEE BRENNAN: Sounds great.

17 MAYOR STUESSI: But if there's something
18 you'd like to --

19 TRUSTEE BRENNAN: It can wait.

20 MAYOR STUESSI: Okay.

21 TRUSTEE BRENNAN: Thank you.

22 MAYOR STUESSI: Thank you, sir.

23 JOHN SALADINO: You're welcome.

24 MAYOR STUESSI: Anybody else from the public?

25 (No Response)

1 MAYOR STUESSI: With that, I'll make a motion
2 to close the hearing on this. May I have a second?

3 TRUSTEE ROBINS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion carries.

11 With that, we're going to move to our regular
12 agenda. Would the public like to speak in regards
13 to any other matters this evening? Gentleman in
14 the back.

15 JIM BALZARETTI: Good evening. My name is
16 Jim Balzaretti, and I represent my son, who owns
17 two properties on Wiggins Street, 401 and 407, and
18 I'm here in regard to the red scarlet letter, as I
19 call it.

20 It's very unclear about two-family dwellings,
21 where there is one long-term rental, and the
22 short-term rental, as before was 14 days, as it
23 stipulates right here. And then on this portion of
24 your letter, it says here, No. 2, in a two-family
25 house, one unit may be rented short-term once in a

1 two-week period only. I don't understand, which
2 is it?

3 MAYOR STUESSI: By point of clarity, and
4 we've reviewed this with our new Village Counsel,
5 if it is a two-family house, and one half of the
6 house is occupied full-time by either the owner
7 or --

8 JIM BALZARETTI: Or long-term tenant.

9 MAYOR STUESSI: -- a full-time tenant --

10 JIM BALZARETTI: Right.

11 MAYOR STUESSI: -- the other half of the
12 house can be rented for less than two weeks.

13 JIM BALZARETTI: Okay.

14 MAYOR STUESSI: Period.

15 JIM BALZARETTI: Period.

16 MAYOR STUESSI: Yes.

17 JIM BALZARETTI: Okay. Thank you.

18 MAYOR STUESSI: You're very welcome.

19 JIM BALZARETTI: Okay.

20 MAYOR STUESSI: Would anybody else from the
21 public like to speak? No?

22 (No Response)

23 MAYOR STUESSI: All right. With that, we
24 will move on to our agenda, starting with our first
25 resolution. Lily, would you like to kick us off?

1 TRUSTEE DOUGHERTY-JOHNSON: Sure.

2 *RESOLUTION #7-2023-1, RESOLUTION adopting the*
3 *July, 2023 agenda as printed. So moved.*

4 MAYOR STUESSI: All in favor?

5 TRUSTEE DOUGHERTY-JOHNSON: A second.

6 TRUSTEE PHILLIPS: You didn't have a second.

7 MAYOR STUESSI: Second. I'm sorry, pardon me.

8 (Laughter)

9 TRUSTEE ROBINS: Go down to this end, is that
10 how we're --

11 TRUSTEE BRENNAN: Yeah, your end.

12 TRUSTEE PHILLIPS: Your end, Julia, go ahead.

13 TRUSTEE ROBINS: Second.

14 TRUSTEE PHILLIPS: All in favor?

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye.

21 Motion carries.

22 TRUSTEE ROBINS: *RESOLUTION #07-2023-2,*
23 *RESOLUTION accepting the monthly reports of the*
24 *Greenport Fire Department, Village Administrator,*
25 *Village Treasurer, Village Deputy Clerk, Village*

1 *Attorney, Mayor and Board of Trustees.* So moved.

2 TRUSTEE BRENNAN: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 Motion carries.

10 TRUSTEE BRENNAN: *RESOLUTION #07-2023-3,*
11 *RESOLUTION ratifying the following, as approved at*
12 *the work session meeting of the Village of*
13 *Greenport Board of Trustees held on July 20th, 2023:*

14 *RESOLUTION hiring of Michael Elco, as a*
15 *full-time Code Enforcement Officer for the Village*
16 *of Greenport, at a pay rate of \$25.00 per hour,*
17 *effective August 3rd, 2023. All health insurance*
18 *and other full-time employment benefit provisions*
19 *specified in the current contract between the*
20 *Village of Greenport and CSEA Local 1000 apply to*
21 *this hiring, as does the standard twenty-six week*
22 *Suffolk County Civil Service probationary period.*

23 *WHEREAS, the Village is desirous of --*

24 MAYOR STUESSI: No.

25 TRUSTEE BRENNAN: No?

1 MAYOR STUESSI: There's a typo here.

2 TRUSTEE BRENNAN: Yeah, so --

3 MAYOR STUESSI: Let's finish it with that.

4 TRUSTEE BRENNAN: Let's finish there and

5 we'll say so moved.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Anybody opposed?

14 (No Response)

15 MAYOR STUESSI: Motion carries. Why don't we
16 add this one on down to the end when we get to the
17 bottom, since they are numbered sequentially.

18 TRUSTEE PHILLIPS: Oh, so you're going to
19 make it 07-2023 --

20 TRUSTEE BRENNAN: 25.

21 TRUSTEE PHILLIPS: 25.

22 MAYOR STUESSI: Let's move on. Let's do No. 4.

23 TRUSTEE PHILLIPS: Okay. #07-2023-4,

24 *RESOLUTION approving the application for membership*
25 *for Frank CirIELlo, to the Rescue Squad Company of*

1 *the Greenport Fire Department, as approved by the*
2 *Greenport Fire Department Board of Wardens on*
3 *July 19th, 2023. So moved.*

4 TRUSTEE DOUGHERTY-JOHNSON: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Motion carries.

12 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
13 *#7-2023-5, RESOLUTION approving the application for*
14 *membership of Kristie Lutz Waller to the Rescue*
15 *Squad Company of the Greenport Fire Department, as*
16 *approved by the Greenport Fire Department Board of*
17 *Wardens on July 19th, 2023. So moved.*

18 TRUSTEE ROBINS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 Motion carries.

1 TRUSTEE ROBINS: *RESOLUTION #07-2023-6,*
2 *RESOLUTION awarding the bid for the purchase of a*
3 *2023 or Newer F450 or Equivalent Crew Cab Type I*
4 *Ambulance for the Village of Greenport Fire*
5 *Department to Proliner Rescue, per the bid opening*
6 *on July 13th, 2023 at 3:21 p.m.; in the total*
7 *amount of \$496,382.00 and authorizing the Village*
8 *of Greenport Fire Department and the Village of*
9 *Greenport to enter into the corresponding contract*
10 *for the purchase of a 2023 or Newer F450 or*
11 *Equivalent Crew Cab Type I Ambulance with the*
12 *Proliner Rescue. So moved.*

13 TRUSTEE BRENNAN: Second.

14 MAYOR STUESSI: All in favor?

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 MAYOR STUESSI: Aye.

20 Motion carries.

21 TRUSTEE BRENNAN: *RESOLUTION #07-2023-7,*
22 *Resolution approving an increase in the hourly wage*
23 *of Alex Bolanos, from \$33.89 per hour to \$36.00 per*
24 *hour, effective July 26th, 2023 owing to the*
25 *acquisition of substantial expertise in his area of*

1 *work experience, per Article VII (Salaries and*
2 *Compensation), Section 9 (b) - Merit Clause - of*
3 *the collective bargaining agreement currently in*
4 *force between the Village of Greenport and CSEA*
5 *Local 1000. So moved.*

6 TRUSTEE PHILLIPS: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Motion carries.

14 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-8, and*
15 *I'm very, very pleased to read this resolution,*
16 *RESOLUTION to appoint Adam Brautigam as Village*
17 *Deputy Treasurer, and authorizing an initial wage*
18 *increase to an annual salary of \$56,375 effective*
19 *July 26th, 2023, and further authorizing an annual*
20 *salary increase to \$60,375 effective November 29th,*
21 *2023 following a satisfactory 4-month review, and*
22 *providing all benefits pursuant to the Village*
23 *Standard Management Contract passed July 28th,*
24 *2008. So moved.*

25 TRUSTEE DOUGHERTY-JOHNSON: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 TRUSTEE PHILLIPS: Congratulations.

8 Congratulations, Adam. Welcome to Village
9 Management.

10 (Laughter)

11 TRUSTEE PHILLIPS: As he's hiding his head.

12 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
13 *#7-2023-9, Resolution approving an increase in the*
14 *hourly wage of Margaret Devito, from \$34.02 per*
15 *hour to \$37.00 per hour, effective July 26, 2023*
16 *owing to the acquisition of substantial expertise*
17 *in her area of work experience, per Article VII*
18 *(Salaries and Compensation), Section 9 (b) - Merit*
19 *Clause - of the collective bargaining agreement*
20 *currently in force between the Village of Greenport*
21 *and CSEA Local 1000. So moved.*

22 TRUSTEE ROBINS: Second.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 MAYOR STUESSI: Aye.

4 Motion carries.

5 TRUSTEE ROBINS: *RESOLUTION #07-2023-10,*
6 *Resolution approving an increase in the hourly wage*
7 *of Michael Noone, from \$23.58 per hour to \$25.50*
8 *per hour, effective July 26, 2023 owing to the*
9 *assumption of additional duties, per Article VII*
10 *(Salaries and Compensation), Section 9 (a) - Merit*
11 *Clause - of the collective bargaining agreement*
12 *currently in force between the Village of Greenport*
13 *and CSEA Local 1000. So moved.*

14 TRUSTEE BRENNAN: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye.

21 Motion carries.

22 TRUSTEE BRENNAN: *RESOLUTION #07-2023-11,*
23 *RESOLUTION approving an annual salary increase for*
24 *Village Deputy Clerk Jeanmarie Oddon to an annual*
25 *salary of \$69,750 effective July 26th, 2023. So moved.*

1 TRUSTEE PHILLIPS: Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 Congratulations, Jeanmarie.

9 DEPUTY CLERK ODDON: Thank you.

10 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-12,*
11 *RESOLUTION to fully transfer Stephen Rutkowski from*
12 *the Village Highway Department to the Village Water*
13 *Department as the Head of the Village Water*
14 *Department and approving a wage increase to \$33.40*
15 *per hour effective July 26th, 2023, and further*
16 *approving a wage increase to \$36.00 per hour*
17 *effective November 29th, 2023 following a*
18 *satisfactory 4-month review, per Article VII*
19 *(Salaries and Compensation), Section 9 (a) - Merit*
20 *Clause - Of the collective bargaining agreement*
21 *currently in force between the Village of Greenport*
22 *and CSEA Local 1000. So moved.*

23 TRUSTEE DOUGHERTY-JOHNSON: Second.

24 MAYOR STUESSI: All in favor?

25 TRUSTEE ROBINS: Aye.

1 TRUSTEE BRENNAN: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE DOUGHERTY-JOHNSON: Aye.

4 MAYOR STUESSI: Aye.

5 The motion carries.

6 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

7 *#7-2023-13, Resolution approving an increase in the*
8 *hourly wage of William Schulz, from \$28.58 per hour*
9 *to \$32.00 per hour, effective July 26, 2023 owing*
10 *to the acquisition of substantial expertise in his*
11 *area of work experience, per Article VII (Salaries*
12 *and Compensation), Section 9 (b) - Merit Clause -*
13 *of the collective bargaining agreement currently in*
14 *force between the Village of Greenport and CSEA*
15 *Local 1000. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Motion carries.

24 TRUSTEE ROBINS: *RESOLUTION #07-2023-14,*

25 *Resolution approving an increase in the hourly wage*

1 *of Tina Zilnicki, from \$21.63 per hour to \$23 --*
2 *I'm sorry, did I -- \$21.63 cents per hour to \$23.50*
3 *per hour, effective July 26th, 2023 owing to the*
4 *acquisition of substantial expertise in her area of*
5 *work experience, per Article VII (Salaries and*
6 *Compensation), Section 9 (b) - Merit Clause - of*
7 *the collective bargaining agreement currently in*
8 *force between the Village of Greenport and CSEA*
9 *Local 1000. So moved.*

10 TRUSTEE BRENNAN: Second.

11 MAYOR STUESSI: All in favor?

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE BRENNAN: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 MAYOR STUESSI: Aye.

17 Motion carries.

18 TRUSTEE BRENNAN: *RESOLUTION #7-2023-15,*
19 *RESOLUTION authorizing an increase in the hourly*
20 *wage to \$23.00 per hour for the following part-time*
21 *Mitchell Park Marina employees; Steven Venuti, Juan*
22 *Diaz, and Stephanie King, and authorizing an*
23 *increase in the hourly wage to \$20.00 per hour for*
24 *part-time Mitchell Park Marina employee Everett*
25 *Nichols. So moved.*

1 TRUSTEE PHILLIPS: Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 Motion carries.

9 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-16,*
10 *RESOLUTION awarding the contract for the*
11 *performance of contractor services to Fidele*
12 *Construction Inc. the low bidder at a bid price*
13 *\$93,000.00 of, per the bid opening on July 13,*
14 *2023; and authorizing Mayor Stuessi to sign the*
15 *resulting contract between the Village of Greenport*
16 *and Fidele Construction Inc.*

17 And I'd like to add the wording, or amend it
18 to read, "For the bathroom renovations at the
19 firehouse," because that's what the bid was for.

20 MAYOR STUESSI: Yes.

21 TRUSTEE DOUGHERTY-JOHNSON: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 Motion carries.

4 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
5 *#7-2023-17, RESOLUTION approving the contract*
6 *between the Kalmar Nyckel Foundation and the*
7 *Village of Greenport for the provision of a berth*
8 *at the Rail Road Dock from August 1st, 2023 to*
9 *August 14th, 2023 to include the provision of*
10 *public visitation, educational tours and public*
11 *sails as detailed on the agreement. So moved.*

12 TRUSTEE ROBINS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries.

20 TRUSTEE ROBINS: *RESOLUTION #07-2023-18,*
21 *RESOLUTION authorizing Treasurer Gaffga to perform*
22 *attached Budget Amendment #5254 appropriating Sewer*
23 *Fund Reserves for the purchase of a Sewer Pump for*
24 *the Mini-Railroad, and requesting that Budget*
25 *Amendment #5254 be included as part of the formal*

1 *meeting minutes of the July 27th, 2023 Regular*
2 *Meeting Of the Board of Trustees. So moved.*

3 TRUSTEE BRENNAN: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion carries.

11 TRUSTEE BRENNAN: *RESOLUTION #7-2023-19,*
12 *RESOLUTION authorizing Treasurer Gaffga to perform*
13 *attached Budget Amendment #5256 appropriating*
14 *General Fund reserves to fund the rental of*
15 *disposal containers for the disposal of street*
16 *sweepings, and requesting that Budget Amendment*
17 *#5256 be included as part of the formal meeting*
18 *minutes of the July 27th, 2023 Regular Meeting of*
19 *the Board of Trustees. So moved.*

20 TRUSTEE PHILLIPS: Second.

21 MAYOR STUESSI: All in favor?

22 TRUSTEE ROBINS: Aye.

23 TRUSTEE BRENNAN: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE DOUGHERTY-JOHNSON: Aye.

1 MAYOR STUESSI: Aye.

2 Motion carries.

3 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-20,*
4 *RESOLUTION authorizing Treasurer Gaffga to perform*
5 *attached Budget Amendment #5257 appropriating*
6 *General Fund reserves to fund the rental of a*
7 *vac truck to clean out Village Street drains, and*
8 *requesting that Budget Amendment #5257 be included*
9 *as part of the formal meeting minutes of the*
10 *July 27th, 2023 Regular Meeting of the Board of*
11 *Trustees. So moved.*

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries.

20 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
21 *#07-2023-21, RESOLUTION authorizing Treasurer*
22 *Gaffga to perform attached Fiscal Year End*
23 *2022-2023 Budget Transfer #5258 for the General*
24 *Fund, and requesting that Budget Transfer #5258 be*
25 *included as part of the formal meeting minutes of*

1 *the July 27th, 2023 Regular Meeting of the Board of*
2 *Trustees. So moved.*

3 TRUSTEE ROBINS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion passes.

11 TRUSTEE ROBINS: *RESOLUTION #07-2023-22,*
12 *RESOLUTION authorizing Treasurer Gaffga to perform*
13 *attached Fiscal Year End 2022-2023 Budget Transfer*
14 *#5260 for the Electric Fund, and requesting that*
15 *Budget Transfer #5260 be included as part of the*
16 *formal meeting minutes of the July 27th, 2023*
17 *Regular Meeting of the Board of Trustees.*

18 So moved.

19 TRUSTEE BRENNAN: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 Motion passes.

2 TRUSTEE BRENNAN: *RESOLUTION #07-2023-23,*
3 *RESOLUTION authorizing Treasurer Gaffga to perform*
4 *attached Fiscal Year End 2022-2023 Budget Transfer*
5 *#5261 for the Water Fund, and requesting that*
6 *Budget Transfer #5261 be included as part of the*
7 *formal meeting minutes of the July 27th, 2023*
8 *Regular Meeting of the Board of Trustees. So moved.*

9 TRUSTEE PHILLIPS: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 Motion passes.

17 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-24,*
18 *RESOLUTION authorizing Treasurer Gaffga to perform*
19 *attached Fiscal Year End 2022-2023 Budget Transfer*
20 *#5262 for the Sewer Fund, and requesting*
21 *that Budget Transfer #5262 be included as part of*
22 *the formal minutes -- formal meeting minutes of the*
23 *July 27th, 2023 Regular Meeting of the Board of*
24 *Trustees. So moved.*

25 TRUSTEE DOUGHERTY-JOHNSON: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 Motion carries.

8 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*

9 *#7-2023-25, RESOLUTION authorizing Treasurer Gaffga*
10 *to perform attached Fiscal Year End 2022-2023*
11 *Budget Transfer #5263 for the Fire Department, and*
12 *requesting that Budget Transfer #5263 be included*
13 *as part of the formal meeting minutes of the*
14 *July 27th, 2023 Regular Meeting of the Board of*
15 *Trustees. So moved.*

16 TRUSTEE ROBINS: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Motion passes.

24 TRUSTEE ROBINS: *RESOLUTION #07-2023-26,*

25 *RESOLUTION authorizing Treasurer Gaffga to perform*

1 *attached Budget Amendment #5268 appropriating Sewer*
2 *Fund reserves to fund the parts and repair to the*
3 *Wastewater Treatment Plant rotating perforated*
4 *plate screen, and requesting that Budget Amendment*
5 *#5268 be included as part of the formal meeting*
6 *minutes of the July 27th, 2023 Regular Meeting of*
7 *the Board of Trustees. So moved.*

8 TRUSTEE BRENNAN: Second.

9 MAYOR STUESSI: All in favor?

10 TRUSTEE ROBINS: Aye.

11 TRUSTEE BRENNAN: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE DOUGHERTY-JOHNSON: Aye.

14 MAYOR STUESSI: Aye.

15 Motion carries.

16 TRUSTEE BRENNAN: *RESOLUTION #7-2023-27,*
17 *RESOLUTION authorizing Treasurer Gaffga to open a*
18 *new Trust and Agency bank account for the purpose*
19 *of collecting Camera Obscura Donations, and*
20 *authorizing the creation of Village General Ledger*
21 *Line Item TA.0200.116 for the recording of assets,*
22 *and Village General Ledger Line Item TA.0600.116*
23 *for the recording of the liabilities for the Camera*
24 *Obscura Donations. So moved.*

25 TRUSTEE PHILLIPS: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 Motion passes.

8 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-28,*
9 *and apologize if I mess up his name, RESOLUTION*
10 *ratifying the hiring of Jonathan Rogue Secaida as*
11 *part-time seasonal Carousel Employee at an hourly*
12 *rate of \$15.00 per hour, effective June 29th, 2023.*
13 So moved.

14 TRUSTEE DOUGHERTY-JOHNSON: Second.

15 MAYOR STUESSI: All in favor?

16 TRUSTEE ROBINS: Aye.

17 TRUSTEE BRENNAN: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE DOUGHERTY-JOHNSON: Aye.

20 MAYOR STUESSI: Aye.

21 Motion carries.

22 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
23 *#07-2023-29, RESOLUTION ratifying the hiring of*
24 *Jocelyn Nayeli Secaida as a part-time seasonal*
25 *Carousel Employee at an hourly rate of \$15.00 per*

1 *hour, effective June 29th, 2023. So moved.*

2 TRUSTEE ROBINS: Second.

3 MAYOR STUESSI: All in favor?

4 TRUSTEE ROBINS: Aye.

5 TRUSTEE BRENNAN: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE DOUGHERTY-JOHNSON: Aye.

8 MAYOR STUESSI: Aye.

9 Motion carries.

10 TRUSTEE ROBINS: *RESOLUTION #07-2023-30,*
11 *RESOLUTION ratifying the hiring of Jayda Brianna*
12 *Hubbard-Wirts as a part-time Carousel employee at a*
13 *pay rate of \$15.00 per hour, effective July 5th,*
14 *2023. So moved.*

15 TRUSTEE BRENNAN: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 Motion carries.

23 TRUSTEE BRENNAN: *RESOLUTION #7-2023-31,*
24 *RESOLUTION ratifying the hiring of Austin Jordan*
25 *Luke as a part-time seasonal Camp Counselor at an*

1 *hourly rate of \$15.00 per hour, effective*
2 *June 21st, 2023. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion carries.

11 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-32,*
12 *RESOLUTION ratifying the hiring of Preston Latney*
13 *as a part-time seasonal Camp Counselor at an hourly*
14 *rate of \$15.00 per hour, effective June 21st, 2023.*
15 *So moved.*

16 TRUSTEE DOUGHERTY-JOHNSON: Second.

17 MAYOR STUESSI: All in favor?

18 TRUSTEE ROBINS: Aye.

19 TRUSTEE BRENNAN: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE DOUGHERTY-JOHNSON: Aye.

22 MAYOR STUESSI: Aye.

23 Motion carries.

24 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
25 *#7-2023-33, RESOLUTION approving an increase in the*

1 *hourly rate of part-time Recreation Department*
2 *employee Christopher Malinowski for \$16.00 -- from*
3 *\$16.00 per hour to \$18.00 per hour, effective*
4 *July 22nd, 2023. So moved.*

5 TRUSTEE ROBINS: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE BRENNAN: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE DOUGHERTY-JOHNSON: Aye.

11 MAYOR STUESSI: Aye.

12 Motion carries.

13 TRUSTEE ROBINS: *RESOLUTION #07-2023-34,*
14 *RESOLUTION ratifying the hiring of Yiannis Mousios*
15 *as a part-time seasonal Lifeguard for Fifth Street*
16 *Beach at an hourly rate of \$22.00 per hour,*
17 *effective June 25th, 2023. So moved.*

18 TRUSTEE BRENNAN: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 Motion carries.

1 TRUSTEE BRENNAN: *RESOLUTION #7-2023-35,*
2 *RESOLUTION ratifying the hiring of William Ernest*
3 *Burkowsky as part-time seasonal lifeguard at Fifth*
4 *Street Beach at an hourly wage of \$22.00 per hour,*
5 *effective June 24th, 2023. So moved.*

6 TRUSTEE PHILLIPS: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Motion carries.

14 TRUSTEE PHILLIPS: *RESOLUTION #07-2023-36,*
15 *Resolution hiring Colin Matthew Heeg as a part-time*
16 *seasonal lifeguard at Fifth Street Beach at an*
17 *hourly wage of \$22.00 per hour, effective*
18 *June 30th, 2023. So moved.*

19 TRUSTEE DOUGHERTY-JOHNSON: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 Motion carries.

2 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
3 *#7-2023-37, RESOLUTION ratifying the Public*
4 *Assembly Permit Application submitted by Rena*
5 *Casey-Wilhelm on behalf of Greenport Skate Park*
6 *Inc., to use the Village of Greenport Skate Park*
7 *from 7 p.m. through 10 p.m. on July 11th, 2023,*
8 *July 25th, 2023, August 8th, 2023, August 22nd,*
9 *2023, September 12th, 2023 and September 26th, 2023*
10 *for the Summer Concert Series, with the permit fee*
11 *for the event to be waived. So moved.*

12 TRUSTEE ROBINS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries.

20 TRUSTEE ROBINS: *RESOLUTION #07-2023-38,*
21 *RESOLUTION approving the Public Assembly Permit*
22 *Application submitted by Chris Hamilton on behalf*
23 *of The Jeremy Hamilton Memorial Scholarship Fund*
24 *for the use of a portion of the Fifth Street*
25 *Beach/Park from 7:00 a.m. through 7:00 p.m. on*

1 *September 16th, 2023 with a rain date of September*
2 *17th, 2023 for the annual Pig Roast Barbecue*
3 *Fundraiser, and approving a waiver of the \$50*
4 *application fee. So moved.*

5 TRUSTEE BRENNAN: Second.

6 MAYOR STUESSI: All in favor?

7 TRUSTEE ROBINS: Aye.

8 TRUSTEE BRENNAN: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE DOUGHERTY-JOHNSON: Aye.

11 MAYOR STUESSI: Aye.

12 Motion carries.

13 TRUSTEE BRENNAN: *RESOLUTION #7-2023-39,*
14 *RESOLVED, that the Board of Trustees hereby*
15 *approves the Mayor's appointment of Jared A.*
16 *Kasschau and Brian S. Stolar as Village Attorneys,*
17 *to serve for the balance of the official year, and*
18 *the services of such Village Attorneys to be*
19 *compensated pursuant to the retainer agreement with*
20 *Harris Beach PLLC, and it is further RESOLVED, that*
21 *the Board of Trustees hereby retains Harris Beach*
22 *PLLC, as legal counsel and special counsel to the*
23 *Village, effective immediately, for services as may*
24 *be required, the services of such counsel to be*
25 *compensated pursuant to the retainer agreement with*

1 *Harris Beach PLLC, and it is further RESOLVED, that*
2 *the Mayor is authorized to execute the retainer*
3 *agreement with Harris Beach PLLC. RESOLVED, that*
4 *on June 15, 2023, the Mayor appointed, and the*
5 *Board of Trustees approved, Brian S. Stolar to*
6 *serve as Planning Board and Zoning Board and*
7 *Historic Preservation Commission counsel, and it be*
8 *further RESOLVED, the Board of Trustees also*
9 *approves the appointment of Jared A. Kasschau to*
10 *serve as Planning Board and Zoning Board and*
11 *Historic Preservation Commission counsel for the*
12 *balance of the official year, and it is further*
13 *RESOLVED the Board of Trustees appoints Jared A.*
14 *Kasschau and Brian S. Stolar as Records Access*
15 *Appeal Officers, as Village Prosecutors, for*
16 *nonBuilding code related matters and it is further*
17 *RESOLVED, that the services of Jared A. Kasschau*
18 *and Brian S. Stolar as Planning Board and Zoning*
19 *Board and Historic Preservation Commission counsel*
20 *shall be compensated pursuant to the retainer*
21 *agreement with Harris Beach PLLC. So moved.*

22 TRUSTEE PHILLIPS: Second.

23 MAYOR STUESSI: Before we vote on this, I
24 just want to make it known for the public, as I
25 have in three prior meetings, that I've worked with

1 hundred dollars of law firms, thousands of
2 attorneys. I did one small project with the firm
3 of Harris Beach and I believe it presents no
4 conflict of interest. Can we have a vote on it?
5 All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Motion carries.

12 TRUSTEE PHILLIPS: Resolution -- oh, whoops.

13 MAYOR STUESSI: Pardon me one second. The
14 date is August 21st, not 28th, on this resolution.

15 TRUSTEE PHILLIPS: Oh, okay. Is this for a
16 two-year term, or is this filling out this year's
17 term?

18 MAYOR STUESSI: What's that?

19 TRUSTEE PHILLIPS: Is this for a two-year
20 term, or is this filling out the rest of this
21 year's term?

22 MAYOR STUESSI: What does it say?

23 TRUSTEE PHILLIPS: It doesn't say, that's why
24 I'm asking. The law says two years.

25 MAYOR STUESSI: Yeah, by the remainder of --

1 TRUSTEE PHILLIPS: The remainder -- so how do
2 want the -- this needs to be changed, then.

3 MAYOR STUESSI: Brian.

4 ATTORNEY STOLAR: Yes.

5 MAYOR STUESSI: How do we want to do this?
6 We're just discussing, because of the term that
7 runs consecutive with the Mayor's term, and because
8 she is coming in --

9 TRUSTEE PHILLIPS: Mid term.

10 MAYOR STUESSI: -- three months after the
11 term started.

12 ATTORNEY STOLAR: Okay. So it's for -- it's
13 for the balance of the two-year term.

14 MAYOR STUESSI: Okay.

15 ATTORNEY STOLAR: So she's three months in.
16 The balance would be for your -- April 25, 2025.

17 MAYOR STUESSI: Okay. So let's -- for the
18 balance of the two-year term.

19 TRUSTEE PHILLIPS: Balance of the two-year
20 term?

21 MAYOR STUESSI: Yes.

22 TRUSTEE PHILLIPS: Okay.

23 MAYOR STUESSI: Ending in April 2025, which
24 then gets renewed.

25 TRUSTEE PHILLIPS: Okay. All right.

1 *RESOLUTION #07-2023-40, RESOLUTION appointing*
2 *Candace Hall as the Village Clerk, effective August*
3 *21st, 2023, for the balance of the two-year term*
4 *that --*

5 MAYOR STUESSI: Ending in April.

6 TRUSTEE PHILLIPS: *Ending in April of 2025,*
7 *under the Village standard management contract*
8 *approved at the July 28th, 2008 Board of Trustees*
9 *meeting, at an annual salary of \$86,750, and*
10 *further appointing her as Deputy Registrar and*
11 *Records Access Officer. So moved.*

12 TRUSTEE DOUGHERTY-JOHNSON: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries. Congratulations, Candace.
20 Deputy Clerk Jeanmarie will be swearing you in at
21 the end of the meeting.

22 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION*
23 *#7-2023-41, WHEREAS, Relic Design LLC (RELIC) is*
24 *willing to provide and donate to the Village*
25 *weather durable cleanup stations and baskets at the*

1 *identified locations of the Village's choosing; now*
2 *therefore be it RESOLVED, the Village hereby*
3 *implements a beach cleanup pilot program through*
4 *the Board of Trustees authorization of the*
5 *placement of beach cleanup stations and baskets by*
6 *RELIC at the specified beach locations, authorizes*
7 *entering into a license agreement with RELIC for*
8 *this purpose and at no cost to the Village, subject*
9 *to the Village Attorney review as to form, and*
10 *authorizes the Mayor to execute such agreement.*
11 So moved.

12 TRUSTEE ROBINS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 The motion carries.

20 TRUSTEE PHILLIPS: And, Lily,
21 *congratulations, that's a great thing for beach*
22 *cleanup.*

23 TRUSTEE DOUGHERTY-JOHNSON: Thank you.

24 TRUSTEE ROBINS: *RESOLUTION #07-2023-42,*
25 *RESOLUTION approving all checks for Fiscal Year*

1 *2022/2023 per the Voucher Summary Report dated*
2 *7/24/2023, in the total amount of \$61,734.70*
3 *consisting of:*

4 *o All regular checks in the amount of*
5 *\$61,734.70. So moved.*

6 TRUSTEE BRENNAN: Second.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE ROBINS: Aye.

9 TRUSTEE BRENNAN: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE DOUGHERTY-JOHNSON: Aye.

12 MAYOR STUESSI: Aye.

13 Motion carries.

14 TRUSTEE BRENNAN: *RESOLUTION #07-2023-43,*
15 *RESOLUTION approving all checks for Fiscal Year*
16 *2023/2024 per the Voucher Summary Report dated*
17 *7/24/2023, in the total amount of \$753,137.08:*

18 *o All regular checks in the amount of*
19 *\$694,998.98, and*

20 *o All prepaid checks (including wire*
21 *transfers) in the amount of \$58,138.10. So moved.*

22 TRUSTEE PHILLIPS: Second.

23 MAYOR STUESSI: All in favor?

24 TRUSTEE ROBINS: Aye.

25 TRUSTEE BRENNAN: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE DOUGHERTY-JOHNSON: Aye.

3 MAYOR STUESSI: Aye.

4 The motion carries.

5 TRUSTEE BRENNAN: Go back to the beginning?

6 MAYOR STUESSI: Yeah.

7 TRUSTEE DOUGHERTY-JOHNSON: We're going to go
8 back to the beginning.

9 TRUSTEE PHILLIPS: Oh, I guess it's me.

10 MAYOR STUESSI: Yes, it's you.

11 TRUSTEE PHILLIPS: Yeah, I'll take care of
12 it. This is going to be RESOLUTION #07-2023-44.

13 WHEREAS, the Village is desirous of renovating the
14 North Ferry queueing area as described in a
15 proposed Second Amendment to the lease agreement
16 With the Long Island Rail Road company.

17 NOW, THEREFORE, the Board approves the
18 proposed Second Amendment to the Lease Agreement
19 subject to -- subject to, what page? Subject to --

20 MAYOR STUESSI: Pardon me, we did this last
21 week.

22 TRUSTEE PHILLIPS: Yeah, we did do it last
23 week.

24 MAYOR STUESSI: Yes

25 TRUSTEE PHILLIPS: That's what I thought.

1 MAYOR STUESSI: Yeah. Thank you.

2 TRUSTEE PHILLIPS: All right. Okay. So
3 that's it. Yahoo. I didn't have to finish reading
4 it. Thank you, Brian. Yahoo.

5 MAYOR STUESSI: That is the end of the
6 agenda. I'd like to make a motion to go into
7 executive session regarding the purchase of a
8 property in the Village. Before that, I will make
9 a motion to close -- no, I can't.

10 TRUSTEE PHILLIPS: No, you can't.

11 MAYOR STUESSI: Yeah.

12 TRUSTEE PHILLIPS: You have to do it
13 separate. You made a --

14 MAYOR STUESSI: So I made a motion to go into
15 executive session regarding the purchase of a
16 property within the Village.

17 TRUSTEE PHILLIPS: Second.

18 TRUSTEE BRENNAN: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 With that, we're going to excuse the public,

1 other than Candace, we need to swear you in. And,
2 Adam, I need to congratulate you.

3 (The Meeting was Adjourned to Executive
4 Session at 7:59 p.m.)

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VILLAGE OF GREENPORT
Purchase of 2023 or Newer F450 Crew Cab Type I Ambulance

BID FORM (CONTINUED)

Name of Bidder: PROLINER RESCUE

<p>VILLAGE OF GREENPORT Purchase of 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance</p>	
<p>GENERAL DESCRIPTION OF WORK: See above and attached bid specifications</p>	
<p>Total Project Bid/Purchase Price in Words:</p> <p>FOUR HUNDRED NINETY SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS</p>	<p>Total Project Bid/Purchase Price in Numerals:</p> <p>\$496,382.00</p>

Description	Bid Price (In Words)	Bid Price (In Numerals)
2024 OR NEWER FORD F450 4X4 TYPE 1 WHEELED CREW CAB AMBULANCE	Each FOUR HUNDRED NINETY SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS	Each 496,382.00
	Total SIX THOUSAND, THREE HUNDRED EIGHTY TWO DOLLARS	Total 496,382.00
	Each	Each
	Total	Total
	Each	Each
	Total	Total
Total:		

- (b) Property Damage (\$1,000,000/\$2,000,000)
- (c) Public Liability (\$ 1,000,000/ \$ 2,000,000)
- (d) Liability Coverage for all vehicles, (\$ 1,000,000 / \$ 2,000,000)

The Village shall be named as additional insured and the original policies shall be filed with the office of the Village Clerk.

19. EQUAL EMPLOYMENT OPPORTUNITY

The Village of Greenport is an equal opportunity employer and does not discriminate on the basis of race, color, creed, ancestry, disability or handicap, marital/financial status, military status, religion, sex, sexual orientation, age or national origin with respect to employment or any employment related matter and the Village of Greenport requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirements. The Village of Greenport encourages bids for public contracts and public contracts with the Village of Greenport and subcontracts of those contracts by minority and women owned contractors and entities and the Village of Greenport will solicit bids and contracts from such entities with respect to the public work noticed herein.

20. LETTER OF TRANSMITTAL

The required Letter of Transmittal shall contain the name, address and telephone number of the Bidder and shall contain wording to the effect that attached is a completed Bid proposal for **VILLAGE OF GREENPORT Purchase of 2023 or Newer F450 or Equivalent Crew Cab Type I Ambulance**, including those items required to be completed in the Bid Specifications and all related Addenda.

21. SCOPE OF WORK

See attached specifications

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (including all attachments and exhibits, if any, attached hereto which are hereby incorporated herein, this "Second Amendment") dated _____, 2023 (the "Effective Date"), is entered into by and between **THE LONG ISLAND RAIL ROAD COMPANY**, a public benefit corporation organized under the laws of the State of New York, having an address at c/o Metropolitan Transportation Authority, 2 Broadway, New York, New York 10004 ("Landlord") and the **VILLAGE OF GREENPORT**, a municipal corporation of the State of New York located at 236 Third Street, Greenport, New York 11944 ("Tenant").

WHEREAS, (i) Long Island Rail Road Company, as landlord, and the County of Suffolk, as tenant, entered into that Lease Agreement dated on or about August 14th, 1981, pursuant to which Landlord leased to Tenant four (4) parcels of land containing 108,720 square feet, more or less (collectively, the "Original Premises"), situated south of Wiggins Street, between 4th Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, including, without limitation, a boat dock, a bulkhead along the waterfront of the Original Premises, LIRR's railway turntable and related facilities, LIRR's station building, a parking lot, and a roadway across the Original Premises, (ii) the County of Suffolk and the Village of Greenport entered into that sublease agreement dated December 22, 1982 pursuant to which the Village subleased the Original Premises from the County, (iii) Village of Greenport Resolution dated April 23, 1992 and Indemnification Agreement dated April 24, 1992, (iv) the County of Suffolk and the Village of Greenport entered into that Assignment and Assumption Agreement dated February 29, 2016 pursuant to which the County of Suffolk assigned its interest in the Lease Agreement and Original Premises to the Village of Greenport and (v) that First Amendment to Lease and Sublease Agreement dated on or about January 22, 1993 to amend the permitted use thereunder, (all of which agreements are attached hereto as Exhibit "A" and hereinafter, collectively, referred to as the "Original Agreement");

WHEREAS, the Village of Greenport desires to renovate the ferry queuing area located adjacent to the station in order to reconfigure access to the ferry in accordance with the Scope of Work attached hereto as Exhibit "C" (the "Tenant's Project"), and the design of this project will require an increase in the size of the Original Premises as shown on Exhibit "B", and a modification of the Original Agreement; and

WHEREAS, Landlord agrees to enter into this Second Amendment to increase the size of the Original Premises and modify the Original Agreement to acknowledge that the additional premises is being added to the Original Premises; and

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Original Agreement as follows (the Original Agreement, as amended by this Second Amendment, is herein referred to as the "Agreement");

1. All capitalized terms contained in this Second Amendment and not defined herein shall, for the purposes of the Agreement, have the same meanings ascribed to them in the Original Agreement. All references in the Original Agreement to "this Agreement", or to "herein", "hereto" or words of similar import, shall be deemed to refer to the Original Agreement, as amended by this Second Amendment.

2. Landlord and Tenant hereby agree that the Original Premises is increased by modifying the same to include an additional parcel of land, measuring approximately 20,009 square feet ("Additional Premises"), as shown on Exhibit "B" attached hereto and hereby made a part hereof (the Original Premises and Additional Premises are hereinafter collectively referred to as the "Demised Premises").

3. Tenant acknowledges and agrees that the grant of the Additional Premises hereunder is being made under the following conditions with respect to the Demised Premises:

- a. Landlord reserves the right, from time to time, for itself, its employees, contractors, affiliates and subsidiaries to park vehicles in the parking areas free without being subject to Tenant's parking regulations;
- b. Tenant must ensure wood guide rail is intact and functional;
- c. Tenant must ensure that parking stops are installed to prevent cars from entering the railroad track area;
- d. Emergency access / fire lane must be maintained;
- e. Tenant must ensure that the locations of all of Landlord's and all third-party utilities are located and "marked out" so that their locations are identified by Tenant's contractors and their subcontractors, if any, at least ten (10) business days prior to the commencement of any construction or excavation activities;
- f. The operation of Landlord's communication poles on the Demised Premises and any areas adjacent to the Premises must not be disrupted;
- g. The Demised Premises does not include the area on which the Communication Cases ("C-Case") are located as shown on Exhibit "B" and is labeled Utility Boxes;
- h. Notwithstanding anything to the contrary in the Original Agreement, Landlord, and its employees, contractors and other invitees, shall have access to the Demised Premises and the adjacent C-Case twenty-four (24) hours a day / seven (7) days a week, and may repair and maintain the Landlord's communication poles thereon as and when the Landlord deems necessary.

4. Prior to the commencement of Tenant's Project, Landlord and Tenant will enter into a construction license agreement ("Construction License Agreement") setting forth the parties' rights and obligations in connection with the construction of Tenant's Project, including but not limited to any pre-construction work. Upon its execution, the Construction License Agreement will become part of this Second Amendment without the need for further action and will be incorporated by reference thereto.

5. This Second Amendment will be governed by, construed in accordance with and enforced under the laws of the State of New York.

6. If any term or provision of this Second Amendment is found to be invalid, illegal or unenforceable, the remaining terms and provisions hereof will not be affected thereby.

7. The Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a subsequent written agreement duly signed by both of the parties hereto. Except as otherwise expressly set forth in the Agreement, no warranties, representations, contingencies, conditions and/or agreements have been made by either Landlord or Tenant.

8. The Landlord and Tenant hereby agree that the Agreement is valid, and in full force and effect.

9. Subject to any required approvals, this Second Amendment when duly executed and delivered by the parties to each other shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. Except as expressly modified herein, all other terms of the Agreement shall remain in full force and effect for the term stated therein.

11. This Second Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall constitute one and the same original instrument, with the same effect as if all of the parties to this Second Amendment had executed the same counterpart.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the date first written above.

LANDLORD:

THE LONG ISLAND RAIL ROAD COMPANY

By: _____

Name: David Florio

Title: Chief Real Estate Transactions and Operations Officer of MTA
Authorized Signatory

Date: _____

TENANT:

VILLAGE OF GREENPORT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Copy of Original Agreement

See Attached

FIRST AMENDMENT OF LEASE
AND
SUBLEASE

DATED: May , 1992
LESSOR: Long Island Railroad Company
LESSEE: County of Suffolk
SUBLESSEE: Village of Greenport

SAID FIRST AMENDMENT OF LEASE
AND
SUBLEASE

being comprised of:

1. First Amendment of Lease and Sublease
2. Suffolk County Res. No. 186-1989
3. Village of Greenport Resolution of April 23, 1992 and Indemnification Agreement dated April 24, 1992
4. Sublease Agreement dated December 22, 1982
5. Lease Agreement dated August 14, 1981

VILLAGE OF GREENPORT

By: William R. Pell III
William R. Pell, III, Mayor

COUNTY OF SUFFOLK

By: Robert Gaffney
Robert Gaffney, County Executive
By: ERIC A. KOPP, Chief Deputy County Executive

LONG ISLAND RAILROAD COMPANY

By: Charles W. Hoppe
Charles W. Hoppe

FIRST AMENDMENT OF LEASE AND SUBLEASE

THIS AGREEMENT made as of the 22nd day of January 1993 between the Long Island Rail Road Company ("Lessor") and the County of Suffolk ("Lessee") and the Village of Greenport ("Sublessee").

WHEREAS Lessor and Lessee are parties to an Agreement ("the Agreement") dated August 14, 1981 whereby Lessee leased from Lessor four parcels of land containing 108,720 square feet, more or less, together with a portion of Lessor's former passenger station building and other facilities thereon, situated south of Wiggins Street, between Fourth Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, hereinafter referred to as the Demised Premises as more particularly described in the Agreement; and

WHEREAS Lessee subleases the Demised Premises to the Sublessee by Sublease Agreement dated December 22, 1982 (the "Sublease Agreement"); and

WHEREAS, in the Agreement the Lessor reserved the right to lease not less than 528 square feet of the station building for snack bar purposes and further reserved unto the Lessor certain privileges described on page 2A of the Agreement; and

WHEREAS, the Lessee on behalf of its Sublessee is desirous of utilizing said 528 square feet in conjunction with its proposed renovation and utilization of the station building as a maritime museum/police substation/welfare facility for LIRR employees, and Lessor agrees to such use of the station building in accordance with the terms of the Agreement and Sublease Agreement; and

WHEREAS this agreement when duly executed by Lessor and Lessee and Sublessee will constitute a binding amendment to the above-referenced Agreement and Sublease Agreement; and

NOW, THEREFORE, Lessor and Lessee and Sublessee, in consideration of the covenants and mutual agreements herein stated, hereby agree to amend the above-referenced Agreement and Sublease Agreement as follows:

1. Page 2A of the Agreement is hereby deleted in its entirety and the 528 square feet previously reserved unto Lessor are leased to Lessee and Sublessee and thus added to the Demised Premises, subject, however, to Lessor's continuing reservation for utilization of a portion of the station building as a welfare facility for its employees, in accordance with the terms and conditions described in the Agreement.

Sublessee will, at its sole cost and expense, and in all ways satisfactory to Lessor, provide a welfare facility in the station building during the term of this Agreement and, during the period that the station building is undergoing renovation, provide an interim welfare facility for Lessor's employees, and Sublessee will perform, at its sole cost and expense, all repairs, maintenance and cleaning and provide utilities, as needed, within said welfare facility and interim welfare facility at all times.

Sublessee shall, at its sole cost and expense, perform all demolition and construction to convert the station building to a maritime museum, in accordance with the terms of the Agreement and Sublease Agreement.

2. Item 10 of the Agreement and Sublease Agreement are hereby modified by adding the following:

In the event that Lessee or Sublessee desires to install any new improvements, additions, enclosures or alterations within any portion of the Demised Premises, Lessee or Sublessee shall prepare and submit to the Lessor four (4) sets of complete plans and specifications describing the proposed work in conformance with the requirements herein. Lessor shall review the submitted plans and give notice to Lessee or Sublessee of any objections to those plans. Lessee or Sublessee shall make all required revisions to the plans and submit revised plans to Lessor in accordance with the Standard Format for Architectural Drawing Submissions, a copy of which is attached hereto as Exhibit B and made a part hereof.

Lessor's approval of plans or contractors shall not affect Lessee's or Sublessee's indemnification obligation under the Agreement. No work shall be commenced by Lessee or Sublessee until receipt by Lessee or Sublessee of such prior written approval and no work shall be done in the Demised Premises except by contractors who have been approved by Lessor. No changes shall be made in such approved plans without the prior written approval of Lessor as well as of all applicable governmental authorities.

During any construction work, Lessee shall not erect scaffolding in such a manner or carry on the work in any way so as to unreasonably interfere with the operations of Lessor's railroad.

In the event Lessor deems it necessary during the performance of any construction, maintenance, repair, renewal, relocation or removal of the improvements,

additions, enclosures, or alterations to utilize inspectors, flagmen, field engineers, watchmen or any other agents or employees for the protection of persons, property, or its operation, Lessor shall have the right to do so and Lessee or Sublessee shall pay to Lessor the actual cost thereof within thirty (30) days of submission of a bill.

Actual cost shall include, but not be limited to, equipment cost and all direct labor and material costs plus such percentages thereof as represent Lessor's overhead costs at the time the work is performed. Direct labor cost as used herein means the gross pay, including overtime and reimbursable employee expenses, if any, paid to Lessor's employees with regard to the work performed by Lessee or Sublessee. Direct material cost means the replacement cost of any material taken from inventory or the total purchase and delivery price, including taxes, of any item purchased. Equipment cost means the fair rental value of any equipment owned by Lessor and used in conjunction with such work or the invoice cost of any equipment rented by Lessor for use in such work. Lessor's list of equipment rental rates in effect at the time the work is done shall be prima facie the fair rental value of Lessor's owned equipment.

The compensation hereunder shall be in addition to any compensation due to Lessor and shall be payable within thirty (30) days of submission of bills.

3. In no event shall Lessee or Sublessee install, operate, lease, license or otherwise permit any concessions or other commercial activity within any portion of the station building without securing the prior written consent of Lessor.
4. The station building and the land lying thereunder shall be exempt from the provisions of Article II of the Agreement pertaining to termination by Lessor for corporate purposes of Lessor or Metropolitan Transportation Authority. This shall not be construed in any way as a waiver of Lessor's right to terminate this Lease in the event that it shall sell the Demised Premises or in the event of default in the performance of any covenants and agreements in the Lease or Sublease Agreements, or any amendments or riders thereto, on the part of Lessee or Sublessee to be performed.

5. Notwithstanding the foregoing, Lessor, in its sole determination, reserves the right at any time during the term of the Agreement to re-institute operation of an active passenger waiting room and/or ticket sales function, (hereinafter referred to as Facility) on the Demised Premises in connection with the operation of its railroad.

In such event, Lessor shall serve Lessee with one hundred eighty (180) days prior written notice of Lessor's requirements for said Facility. Within sixty (60) days of the date of Lessor's notice, Lessee shall advise Lessor in writing which of the following options is elected by Sublessee to fulfill Lessor's Facility requirements, subject to Lessor's approval, which shall be in Lessor's sole discretion. Lessee shall require Sublessee, at Sublessee's sole cost and expense, and in all respects satisfactory to Lessor and adequate for its Facility requirements, to:

- a. Construct a separate free-standing structure, at a location satisfactory to Lessor, to accommodate such Facility; or
- b. Convert the entire station building to such a Facility; or
- c. Convert part of the station building to such a Facility

If Lessor shall desire the exercise of option (a) and Sublessee should notify Lessor and Lessee that execution of option (a) is impractical to Sublessee, then Lessor, Lessee and Sublessee shall amend the Agreement and Sublease Agreement to exclude the station building from the Demised Premises and Lessor shall regain full possession of said station building.

Should option c) be elected by Sublessee and approved by Lessor, this in no way limits Lessor's right in the future to require option (a) or (b) to satisfy its Facility requirements.

Lessor shall determine the design and construction specifications for the Facility as well as the timetable for completion and shall supervise all construction. Sublessee shall comply with any and all of Lessor's design and construction specifications, requirements and timetables therefor. Lessor shall in no way be liable for the costs of actually constructing the new Facility or converting the present station building as aforesaid.

If Sublessee should fail to comply with the conditions

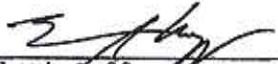
for said Facility to Lessor's satisfaction, Lessee shall, upon Lessor's request, terminate the Sublease Agreement in its entirety upon thirty (30) days prior written notice to Sublessee and Lessee, at Lessee's sole cost and expense, shall take all steps necessary to expeditiously gain possession of the entire Demised Premises from Sublessee. Should Lessor regain possession whether pursuant to this paragraph or any other provision of the Lease or this Amendment, Lessee and Sublessee shall vacate the station building and all other portions of the Demised Premises, if required, and at Lessor's sole option, remove all property, materials and improvements effected by Lessee and Sublessee during the tenancy therein and Lessee and Sublessee shall have no rights whatsoever to said station building.

6. The failure by Lessee or Sublessee to comply in any respect with the terms and conditions hereof shall be deemed a default by Lessee and Sublessee under the Agreement and Sublease Agreement and Lessor may then, at its option, exercise any and all rights reserved in said Agreement and Sublease Agreement or as provided by law, in the event of default, including, without limitation, termination.
7. Sublessee hereby assumes all the duties and obligations of the OWNER under that certain Preservation covenant between Sublessee as LOCAL SPONSOR and the New York State Office of Parks, Recreation and Historic Preservation, dated August 16, 1990, and sublessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, expense or liabilities arising under or as a result of said Preservation Covenant. *Cast*

8. Except as herein specifically modified, all the terms, conditions and covenants of the Agreement and Sublease Agreement shall remain in full force and effect. Should there be any conflict between the terms and conditions of the Agreement, Sublease Agreement and this First Amendment, the First Amendment shall prevail.

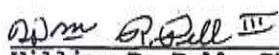
LESSEE:

COUNTY OF SUFFOLK

By: 
Robert Gaffney
County Executive
By: ERIC A. KOPP
Chief Deputy County Executive

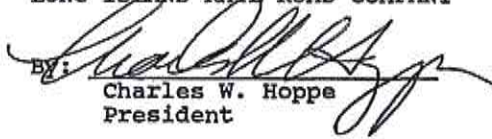
SUBLESEE:

VILLAGE OF GREENPORT

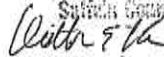
By: 
William R. Pell, III
Mayor

LESSOR:

LONG ISLAND RAIL ROAD COMPANY

By: 
Charles W. Hoppe
President

REVIEWED AS TO FORM
NOT REVIEWED AS TO EXECUTION
ROBERT J. CIRINO
Suffolk County Attorney

By: 
KEITH E. KAMMERSER
DIST. COUNTY ATTORNEY

RAILROAD ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF QUEENS) ss.:

On the 22nd day of JANUARY, 1997³, before me personally came Charles W. Hoppe, to me known and who being by me duly sworn, did depose and say that he resides at NEW YORK NY; that he is the President of the LONG ISLAND RAIL ROAD COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he signed his name by like order.

MARY A. ALLOCCA
NOTARY PUBLIC, State of New York
No. 4652505
Qualified in Nassau County
Commission Expires November 30, 1993

Mary A. Allocca
Notary Public (Affix stamp)

COUNTY ACKNOWLEDGEMENT

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

On the 16th day of November, 1992, before me personally came ERIC A. KOPP, to me known and who being by me duly sworn, did depose and say that he resides at CORAM N.Y.; that he is the Chf. Dep. County Exec. of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK, by virtue of the authority in him vested as County Executive.

Linda C. Taylor
Notary Public (Affix stamp)

LINDA C. TAYLOR
NOTARY PUBLIC, State of New York
No. 52-4615186-Suffolk County
Commission Expires July 31, 1993

VILLAGE ACKNOWLEDGEMENT

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

On the 15 day of May, 1992, before me personally came William R. Pell, III, to me known and who being by me duly sworn, did depose and say that he resides at 210 Atlantic Avenue Greenport NY; that he is the Mayor of the Village of Greenport, and that he executed the foregoing agreement for and on behalf of the Village of Greenport by virtue of the authority in him vested as Mayor.

Eileen Van Wart
Notary Public (Affix stamp)

EILEEN VAN WART
Notary Public, State of New York
No. 4876314
Qualified in Suffolk County
Commission Expires Dec. 22, 1992

RESOLUTION NO. 186 - 1989, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH THE LONG ISLAND RAILROAD COMPANY AND AN AMENDED SUBLEASE AGREEMENT WITH THE VILLAGE OF GREENPORT FOR A STATION BUILDING SITUATED ON THE SOUTH SIDE OF WIGGINS STREET BETWEEN FOURTH STREET AND GREENPORT HARBOR IN THE VILLAGE OF GREENPORT, NEW YORK, FOR USE BY THE COUNTY AS A POLICE STATION TO BE INSTALLED BY THE VILLAGE OF GREENPORT

WHEREAS, there is an existing lease between the County (Lessee) and the Long Island Railroad Company (Lessor) dated August 14, 1981, covering this facility, as authorized by Resolution No. 428-1981 for a term of 50 years; and

WHEREAS, there is an existing sublease agreement between the County and the Village of Greenport (Sublessee), dated December 22, 1982 for the balance of the 50 year period of the lease between the County and the Long Island Railroad Company; and

WHEREAS, the Village of Greenport and the County have now determined that they wish to amend that lease and sublease in a single agreement in order to increase the space leased from the Lessor to include five hundred twenty-eight (528) square feet in the Lessor's station currently used by the Lessor for snack bar; and

WHEREAS, the parties have determined that the Village shall use this additional space for the installation of a police station by the Village; and

WHEREAS, the Village has agreed to perform and fund all necessary construction in accordance with the Lessor's requirements; and

WHEREAS, the County shall in no way be liable for the costs of actually constructing the new facility or converting the present station building; and therefore, be it

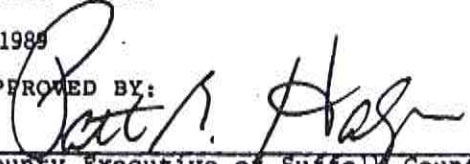
RESOLVED, that the County Executive is hereby authorized to execute an amendment to the lease with the Long Island Rail Road Company, Station Building, Sutphin Boulevard, Jamaica, New York 11435, and to execute an amendment to the sublease with the Village of Greenport in the form of a single agreement consistent with the terms of the draft agreement attached hereto as Schedule and it is understood that the Village is to reconstruct the premises at its own cost and expense; and be it further

RESOLVED, that the Long Island Rail Road Company, as landlord, shall have use of the premises as a transportation facility as defined in the agreement and be it further

RESOLVED, that the premises shall be under the authority of the County Department of Public Works.

DATED: March 15, 1989

APPROVED BY:


County Executive of Suffolk County

Date of Approval: 3-20-89

RESOLUTION NO. 186 - 1989, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH THE LONG ISLAND RAILROAD COMPANY AND AN AMENDED SUBLEASE AGREEMENT WITH THE VILLAGE OF GREENPORT FOR A STATION BUILDING SITUATED ON THE SOUTH SIDE OF WIGGINS STREET BETWEEN FOURTH STREET AND GREENPORT HARBOR IN THE VILLAGE OF GREENPORT, NEW YORK, FOR USE BY THE COUNTY AS A POLICE STATION TO BE INSTALLED BY THE VILLAGE OF GREENPORT

WHEREAS, there is an existing lease between the County (Lessee) and the Long Island Railroad Company (Lessor) dated August 14, 1981, covering this facility, as authorized by Resolution No. 428-1981 for a term of 50 years; and

WHEREAS, there is an existing sublease agreement between the County and the Village of Greenport (Sublessee), dated December 22, 1982 for the balance of the 50 year period of the lease between the County and the Long Island Railroad Company; and

WHEREAS, the Village of Greenport and the County have now determined that they wish to amend that lease and sublease in a single agreement in order to increase the space leased from the Lessor to include five hundred twenty-eight (528) square feet in the Lessor's station currently used by the Lessor for snack bar; and

WHEREAS, the parties have determined that the Village shall use this additional space for the installation of a police station by the Village; and

WHEREAS, the Village has agreed to perform and fund all necessary construction in accordance with the Lessor's requirements; and

WHEREAS, the County shall in no way be liable for the costs of actually constructing the new facility or converting the present station building; nor therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute an amendment to the lease with the Long Island Rail Road Company, Station Building Sutphin Boulevard, Jamaica, New York 11435, and to execute an amendment to the sublease with the Village of Greenport in the form of a single agreement consistent with the terms of the draft agreement attached hereto as Schedule and it is understood that the Village is to reconstruct the premises at its own cost and expense; and be it further

RESOLVED, that the Long Island Rail Road Company, as landlord, shall have use of the premises as a transportation facility as defined in the agreement and be it further

RESOLVED, that the premises shall be under the authority of the County Department of Public Works.

DATED: March 15, 1989

SUFFOLK COUNTY
County Legislature
RIVERHEAD, N.Y.

This is to Certify That I, ELISABETH TAIBBI, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on March 15, 1989 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

Elisabeth Taibbi
.....
Clerk of the County Legislature

SCHEDULE A

AMENDMENT OF LEASE AND SUBLEASE
ACCOUNT NO. 800-999-9880-1
LIZ-2320
LEASE DATED: AUGUST 14, 1981
SUBLEASE DATED DECEMBER 22, 1982

THIS AGREEMENT made as of the ___ day of _____, 1988 between Long Island Rail Road Company (hereinafter referred to as Lessor) and the County of Suffolk (hereinafter referred to as Lessee) and the Village of Greenport (hereinafter referred to as Sublessee).

WHEREAS Lessor and Lessee are parties to a Lease Agreement dated August 14, 1981 pertaining to four parcels of land containing 108,720 square feet, more or less, together with a portion of Lessor's passenger station building and other facilities thereon, situated south of Wiggins Street, between Four Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, hereinafter referred to as the Demised Premises as more particularly described in the Lease Agreement; and

WHEREAS, Lessee subleases the Demised Premises to the Sublessee under a Sublease Agreement dated December 22, 1982; and

WHEREAS, this agreement when duly executed by Lessor and Lessee and Sublessee will constitute a binding amendment to the above-referenced Lease and Sublease.

NOW, THEREFORE, Lessor and Lessee and Sublessee, in consideration of the covenants and mutual agreements herein stated, hereby agreed to amend the above-referenced Lease Agreement and Sublease Agreement as follows:

- 1) The Demised Premises is hereby increased to include approximate Five Hundred and Twenty-Eight (528) square feet in Lessor's aforementioned station building, previously reserved to Lessor on page 2(A) of the aforementioned Lease Agreement, for a snack bar and other purposes and which shall be used by Lessee for the installation of a police station by Sublessee and for no other purpose. This provision supercedes that provision in the Lease Agreement on page 2(A) whereby Lessor reserves certain rights in the station building.
- 2) In no event shall Lessee authorize Sublessee to install, operate, lease, license or otherwise permit any concessions or other commercial activity within any portion of the station building without securing the prior written consent of Lessor.
- 3) The aforesaid station building and the land lying thereunder shall be exempt from Article II of the Lease Agreement pertaining to termination by Lessor for corporate purposes. This shall not be construed in any way as a waiver of Lessor's right to terminate this Lease in the event of default in the performance of any covenants and agreements in the Lease or Sublease Agreements, or any amendments or riders thereto, on the part of the Lessee or Sublessee to be performed.
- 4) Notwithstanding the foregoing, should Lessor, by its sole determination, deem it necessary or desirable during the term of the Lease Agreement and Sublease Agreement, to operate an actual passenger waiting room and/or ticket sales function in connection with the operation of its railroad (hereinafter referred to as Facility) on the demised premises Lessee shall require Sublessee at Sublessee's sole cost and expense, and in all respects satisfactory to Lessor and adequate for its Facility requirements, to either: (a) construct a new Facility; or (b) convert the aforementioned station building (which presently exists on the Demised Premises but is not operated as such) into such a Facility; or (c) provide adequate space in the passenger station to satisfy Lessor's Facility requirements. Should option (c) be elected and approved by Lessor, this in no way limits Lessor's right in the future to require options (a) or (b) to satisfy its Facility requirements. The timetable for completion as well as the design and construction specifications for

Facility shall be provided by Lessor, and Lessor shall supervise all construction. All reservations in the Lease Agreement and a Sublease Agreement pertaining to Lessor's use of the Demised Premises in connection with its existing or future railroad/transportation purposes shall apply relative to Lessor operation of said Facility.

Sublessee shall comply with any and all of Lessor's design and construction specifications, requirements and timetable therefore. Lessee shall in no way be liable for the costs actually constructing the new Facility or converting the present station building as aforesaid.

Should Sublessee fail to comply with the conditions for said Facility referenced above to Lessor's satisfaction, Lessor shall cause Lessee to terminate the Sublease dated December 22, 1982 referenced herein, upon thirty (30) days prior written notice to Sublessee and whereby Lessee shall take all steps necessary to expeditiously gain possession of the Demised Premises for Sublessee and Lessee shall bear all costs of doing so. Should Sublessee notify Lessor and Lessee that execution of option (to satisfy Lessor's Facility requirements, is impractical for Sublessee, then Lessor, Lessee and Sublessee shall amend the Lease and Sublease Agreements to exclude the former passenger station building and Lessor shall regain full possession of same. Lessee and Sublessee shall vacate the station building and Lessee shall regain full possession of same. Lessee and Sublessee shall vacate the station building removing all property, materials and improvements effected by Lessee and Sublessee during the term therein and Lessee and Sublessee shall have no rights whatsoever to said station building.

Lessee's and Sublessee's failure to comply in any respect aforesaid shall be deemed a default by Lessee and Sublessee under the Lease and Sublease Agreements and Lessor may then, at its option, exercise any and all rights reserved in said Lease and Sublease Agreements or any related agreements or provided by law in the event of default including, without limitation, termination.

- 5) Except as herein specifically amended, all the terms, conditions and covenants of the Lease Agreement dated August 14, 1981 and Sublease Agreement dated December 22, 1982 shall remain in full force and effect.

LESSOR:

LONG ISLAND RAIL ROAD COMPANY

By: _____
Bruce McIver
President

LESSEE:

COUNTY OF SUFFOLK

By: _____
Patrick Halpin
County Executive

SUBLESSEE:

VILLAGE OF Greenport

By: _____
George Hubbard
Mayor

VILLAGE OF GREENPORT
BOARD OF TRUSTEES
SPECIAL MEETING
APRIL 23, 1992

ACTION TAKEN BY THE GREENPORT BOARD OF TRUSTEES:

At a special meeting of the Greenport Board of Trustees held at Fire Station Number 1, Third and South Street, Greenport, NY a motion was made by Mayor Pell, seconded by Trustee Clarke and carried to authorize to execute the indemnification agreement between the County of Suffolk and the Incorporated Village of Greenport as follows:

INDEMNIFICATION AGREEMENT

BETWEEN the County of Suffolk, a municipal corporation with offices at Center Drive, Riverhead, New York 11901 (COUNTY), and the Incorporated Village of Greenport, a municipal corporation with offices at 236 Third Street, Greenport, NY (VILLAGE)

WHEREAS, the County is the lessee of certain premises known as the L.I.R.R. Station at the Greenport Dock from the Long Island Railroad Co. (LIRR) as lessor, and

WHEREAS, the Village is desirous to sublease a portion of the station premises for use as a police substation and maritime museum, and

WHEREAS, the sublease between the County and the LIRR imposes certain obligations upon the County in connection with the use of the subleased premises which is contemplated by the sublease to be in the sole possession and control of the Village

NOW THEREFORE, in consideration of the granting of the sublease the County to the Village:

The Village hereby agrees to indemnify and hold harmless the County from any and all losses, claims, costs, liens and expenses incurred by the County arising out of the liability imposed by the Long Island Railroad Co. in paragraphs numbered 1 and 2 of the Amendment of Lease and Sublease for the LIRR station building, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, etc. the Village of Greenport, pursuant to authority granted by a resolution of its Village Board executes this Agreement by its Mayor William R. Pell III.

COUNTY OF SUFFOLK

20th W. R. Pell III, Mayor
WILLIAM R. PELL, III

[Signature]
By: ERIC A. KOFF
Chief Deputy County Executive

Date: April 24, 1992

Date: 11/5/92

APPROVED AS TO FORM

[Signature]
ROBERT J. CIMINO
Suffolk County Attorney
Suffolk County Attorney
Date: May 21, 1992

Roll Call:	Mayor William R. Pell, III	Yes
	Trustee Victoria Swensen	Yes
	Trustee Stephen Clarke	Yes
	Trustee William Allen	(Absent)*
	Trustee John Costello	Yes

*Trustee William Allen signed the waiver of special meeting, however, left before a vote was taken.

CERTIFICATION

STATE OF NEW YORK)

ss

COUNTY OF SUFFOLK)

THIS IS TO CERTIFY THAT I, Lorna M. Catus, Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Board of Trustees of the Village of Greenport of said county on April 23, 1992, and that the same is a true and correct transcript of said resolution and of the whole thereof.

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

April 23, 1992
Date

Lorna M. Catus
Lorna M. Catus, Village Clerk

SEAL

SUBLEASE made this ^{22nd} day of ~~December~~, 1982, by and between the COUNTY OF SUFFOLK, a municipal corporation of the State of New York, having its principal offices at the County Center, Riverhead, New York, 11901 (hereinafter referred to as the "Lessee^A"), and the VILLAGE OF GREENPORT, an incorporated village of the State of New York, having its principal offices at 236 Third Street, Greenport, New York, 11944 (hereinafter referred to as the "Sublessee").

WHEREAS, Lessee has leased real property containing 108,720 square feet, more or less, from the Lessor, Long Island Rail Road Company, known as Parcel Nos. 1, 2, 3 and 4 in agreement dated August 14, 1981 and marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Sublessee desires to obtain this real property to be used for docking of fishing and pleasure boats, fishing dock, museum, parking, and roadway purposes; and

WHEREAS, the parties hereto desire to enter into a sublease agreement defining all rights, duties and liabilities of the parties hereto;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Lessee has leased real property consisting of 108,720 square feet and a station building and pier, as more fully described in Exhibit "A" attached hereto, in the Village of Greenport, County of Suffolk, State of New York, from the LONG ISLAND RAIL ROAD COMPANY, a corporation of the State of New York, with principal offices at Jamaica Station Building, Sutphin Boulevard and Archer Avenue, Jamaica, New York, 11435 (hereinafter referred to as the "Lessor"). Lessee demises the entire premises to the Sublessee.

2. Sublessee hereby acknowledges that Lessee is leasing the subject property from Lessor under a basic lease dated August 14, 1981, attached hereto as Exhibit "A", which basic lease is incorporated herein by reference, as fully as if the terms and provisions thereof were set forth in full herein; and Sublessee agrees, except as otherwise herein provided, to assume and be bound by the same responsibilities, rights, privileges and duties that Lessee has from Lessor and Sublessee shall fully indemnify Lessee against any responsibility or liability that Lessee may incur by virtue of this Sublease or the occupancy by Sublessee of the demised premises pursuant to the basic lease dated August 14, 1981, as incorporated herein. Sublessee shall add to this Sublease any amendment, revision, supplement, or addition to the lease between Lessee and Lessor and keep Lessee indemnified

against all actions, claims and demands whatsoever in respect to the covenants, conditions and stipulations in the basic agreement, provided, however, that Sublessee shall not be liable for any additional responsibilities if the basic lease is amended unless it is a party to or consents in writing to such modification. Any existing lease or sublease between the parties is cancelled upon the effective date of this sublease.

Sublessee shall have the right at any time, at the expense of the Lessee, to take any action required of Lessee under the lease of August 14, 1981, that Lessee fails to timely perform and that may be necessary to prevent a default under the terms of that lease.

In the event that Lessee shall have the right to proceed against or to otherwise enforce any rights against Lessor, the Long Island Rail Road Company or any other party, under the lease dated August 14, 1981, due to default of Lessor or another party, and Lessee fails within a reasonable period after written request by Sublessee to enforce the rights, Sublessee shall have the right, except as otherwise provided herein, whether in its own name or in the name of Lessee, to enforce any rights of Lessee. Sublessee's enforcement of any rights shall be at its own expense and it shall indemnify Lessee against all expenses, including reasonable counsel fees,

that Lessee may incur in connection with any proceeding so undertaken. From any damages or other amount of recovery obtained by Sublessee, Lessee shall be compensated for any injury or loss sustained by him as a consequence of the default by Lessor or any other party and the amount recovered shall otherwise be the property of the Sublessee.

3. The premises demised under this Sublease are to be used by Sublessee for docking of fishing and pleasure boats, fishing dock, museum, parking and roadway purposes, and all purposes as allowed under the lease between Lessor and Lessee.

4. The term of the Sublease shall be for the balance of the fifty (50) year period of the lease between Lessee and Lessor, unless sooner terminated by breach of the terms and conditions of this agreement or the original lease agreement. Said term shall commence on the execution and delivery of this sublease and terminate on the 30th day of June 2031.

5. Sublessee shall pay to Lessee, as basic rent, Twenty (\$20.00) Dollars for the term of the lease, payable on the signing of this agreement and One (\$1.00) Dollar per year (payment waived) on the anniversary date of the lease.

6. All water and sewer services furnished on the premises shall be at the expense of the Sublessee. The Sublessee shall be responsible for all other charges as found

in the lease of the premises between Lessor and Lessee. All other utilities required by Sublessee on the premises, including but not limited to gas, electricity and telephone services, shall be obtained by and at the expense of Sublessee.

7. Lessee at all times during the term of this lease shall keep the station building and dock erected and maintained on the herein demised premises insured in favor of the Lessor against loss or damage by fire and extended coverage (including debris removal) and as to the dock, damage caused by floating ice, collision with any ship or vessel or floating substance, action of the elements (excepting tornadoes, hail and earthquakes) and/or collapse, in insurance companies of generally recognized responsibility and credit to an amount equal to the full insurable value thereof. Said policy or policies of insurance shall be filed with the Lessor. In case the Lessee fails to provide such insurance, the Lessor may procure the same and pay the premiums therefor and add the amount thereof to the next installment of rent falling due, and the same shall be deemed additional rental reserved hereunder, payable by the Lessee on the next day provided for the payment of rent succeeding the payment of such premiums by the Lessor. In connection with the demolition and reconstruction of the dock the Lessee shall provide the insurance required under paragraph 16 of the basic lease.

All sums due by reason of loss under said policies shall be made payable to Lessor. Notwithstanding the above, Sublessee shall take out and maintain liability insurance for damage to property or any injury to persons caused by conditions or activities on the premises caused by negligence of Sublessee. Sublessee shall indemnify Lessor and Lessee against all claims arising therefrom and shall carry liability insurance insuring Lessee, Sublessee and Lessor against any claims in amounts to be approved by Lessor, in accordance with the lease dated August 14, 1981 between the Lessee and the Long Island Rail Road Company.

8. Sublessee shall not cause or allow any undue waste on the premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the premises relating to matters not covered elsewhere in this Sublease, provided that Sublessee shall not be required to make any alterations, additions or improvements to the premises in order to conform with this Sublease.

9. Subject to the obligations of Lessee under the original lease, Sublessee, unless herein specified to the contrary, shall maintain the premises in good repair and tenantable condition during the continuance of this Sublease.

10. Sublessee shall not make any alterations, additions, or improvements on or to the premises without first obtaining the written consent of Lessee and Lessor; and all alterations, additions, and improvements shall become property of Lessor and remain on and be surrendered with the premises as part thereof at the termination of the Sublease without disturbance, molestation or injury. Nothing contained in this provision shall prevent Sublessee from removing office machines, equipment and fixtures which can easily be removed without damage to the real property.

11. The maintenance of the dock will be the responsibility of the Sublessee. The Sublessee shall be responsible for snow and ice removal from the surface of the dock.

12. Sublessee shall allow Lessor or Lessee or the agents or employees of either, the free access to the premises at all reasonable times for the purpose of inspecting or of making repairs, additions or alterations to the premises or any property owned by or under control of either party.

13. Sublessee shall not assign this sublease or sell or sublet the premises subleased herein, or any part thereof or interest therein, without written consent of the Lessee.

This Sublease shall not be assigned by operation of law. Any attempt to sell, assign or sublet without consent of Lessee shall be deemed as a default by Sublessee, entitling Lessee to re-enter the premises.

14. If Lessor or Lessee fail or neglect to perform the Sub-lease or the provisions of the original lease between them, then Sublessee may, after reasonable notice in writing of not less than ninety (90) days, terminate this lease.

15. If Sublessee violates or defaults in any of the provisions of this Sublease, then Lessee may cancel this Sublease by giving the notice required herein and re-enter the premises.

16. The waiving of any of the provisions of this lease by either party or the Lessor shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the party or any other terms of this Sublease.

17. Sublessee shall surrender the premises within thirty (30) days from receipt of notice of termination of this Sublease.

18. The foregoing Sublease is made with the full knowledge and agreement of Lessor of the premises, and Lessor accepts the Sublease herein but retains all rights

to approve or disapprove any future Sublease between Lessee and Sublessee, between Lessee and any other party, or between Sublessee and any other party.

19. Lessee is about to demolish the existing dock and erect a new one at its sole expense. In connection therewith it may dredge, conduct related operations and in the course of the work may use some of the premises for the storage of materials and equipment. Sublessee has no obligation under paragraph 20 of the basic lease. The responsibility of the Sublessee for the maintenance and repair of the dock is entirely prospective and refers to the new construction upon its completion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF SUFFOLK

By: *Peter Lohman*
County Executive

Approved as to form.

By: *William E. Kent*
County Attorney by
Chief Deputy

VILLAGE OF GREENPORT

By: *George W. Hill*
Mayor

Attested By: *Kenneth W. Cook*
Village Clerk

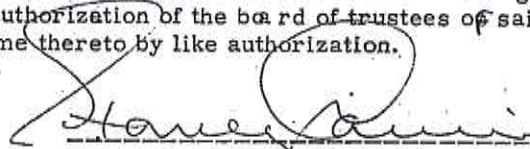
Approved as to form.

David [unclear]
Special Village Attorney

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss.:

On the 22nd day of December, 1982, before me personally came George W. Hubbard, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 178 Central Avenue, Greenport, New York, that he is the mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing sublease, that he knows the seal of said village, that the seal affixed to said sub-lease is such village seal, that it was so affixed by the authorization of the board of trustees of said village and that he signed his name thereto by like authorization.

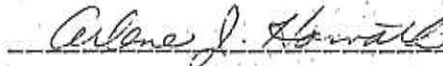


STANLEY S. CORWIN
NOTARY PUBLIC, State of New York
Suffolk County No. 52-5526401
Term Expires March 30, 1984

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss.:

On the 10th day of January, 1983, before me personally came Peter F. Cohalan, to me known, who, being by me duly sworn, did depose and say that he resides at 203 Woodburyville Road, Greenport, N.Y., that he is the county executive of Suffolk County, the municipal corporation described in and which executed the foregoing sub-lease, that he knows the seal of such county, that the seal affixed to such lease is the seal of said county and that the seal was affixed and he signed his name to said sub-lease by virtue of his office as county executive and the authorization of the county legislature.



ARLENE J. HORVATH
Notary Public, State of New York
No. 52-3271450, Suffolk County
Term Expires March 30, 1984

This Agreement made the 14th
day of August, One thousand nine hundred and eighty-one

(1981), between THE LONG ISLAND RAIL ROAD COMPANY, a Corporation of the State of New York, with principal office at Jamaica Station Building, Sutphin Boulevard and Archer Avenue, Jamaica, New York 11435 hereinafter called Lessor, of the one part, and COUNTY OF SUFFOLK, a municipal corporation, with offices at the County Center, Riverhead, New York

hereinafter called Lessee, of the other part;

WITNESSETH, that Lessor, for and in consideration of the rent, covenants and agreements hereinafter mentioned, reserved and contained on the part of Lessee to be paid, kept and performed, does hereby demise and lease unto Lessee, and Lessee does hereby hire, take and lease from Lessor ALL THOSE CERTAIN FOUR (4) PARCELS of land containing a total of ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED AND TWENTY (108,720) square feet, more or less, situated south of Wiggins Street, between Fourth Street and Greenport Harbor, in the Village of Greenport, County of Suffolk, State of New York, as shown in red outline on print of Lessor's plan dated February 1, 1981, marked "Exhibit A" attached hereto and made a part hereof;

PARCEL #1 - South of Wiggins Street, east of Fourth Street, north of Lessor's operating rail, containing 44,600 square feet, more or less, of land, together with Lessor's station building thereon;

PARCEL #2 - Southeast of and abutting Parcel #1, containing 4,750 square feet, more or less, of filled-in land;

PARCEL #3 - East of Fourth Street, south of Lessor's operating rail, containing 58,950 square feet, more or less, of land, together with Lessor's bulkheading, turntable and non-operating rail facilities thereon;

PARCEL #4 - Triangular parcel situated between the existing dock and Parcel #3, containing 420 square feet, more or less together with bulkheading thereon.

Together with all rights, if any, Lessor may hold to lands under water abutting the above described property;

Together with the right and privilege hereby granted to the Lessee to demolish and remove, at the Lessee's sole cost and expense, Lessor's existing dock, in accordance with the provisions of Paragraph 20 as hereinafter provided.

Reserving unto the Lessor, its tenant North Fork Ferry Company, Inc. or such other persons as Lessor may authorize to use its property adjoining the herein demised premises to the north the right of access across the demised premises and Lessee hereby agrees it will not allow its waterfront construction or operations to interfere, hinder or impede the water access to said property.

RESERVING unto the Lessor the right to maintain, operate, modify, enlarge, repair, replace or renew any and all existing railroad facilities on, over, or under the herein demised premises (including, but not limited to the existing station ticket office and waiting room facilities), as well as the right to install, maintain and operate future railroad or other transportation facilities that may be desirable, with the further right of Lessor and anyone authorized by Lessor at any and all times to enter upon the said premises for the purpose of utilizing, operating, maintaining, repairing or renewing all existing and future railroad or other transportation facilities. Nothing in this paragraph contained shall limit the right of Lessor, at its option, to terminate the lease in accordance with provision II hereof, in the event that any part of the demised premises is needed for its corporate purposes or in any other event specified in provision II.

FURTHER RESERVING unto the Lessor the right to lease, license, grant and/or convey to any party whatsoever rights for the installation, construction, maintenance, repair and renewal of pole, wire and pipe lines, on, over, under and across the herein demised premises.

Improvements

TOGETHER with the privilege of constructing (at a cost not to exceed _____) and obligation of constructing and/or ~~and~~ maintaining thereon, at Lessee's sole cost and expense, but in all respects satisfactory to Lessor, the following improvements and structures, upon the condition that Lessee shall not construct any other improvements, structures, or make any additions or alterations to the improvements and structures constructed on the demised land without the prior written consent of Lessor: 1) Dock.
2) Bulkheading along waterfront of the demised property.
3) Lessor's turntable and related facilities. Lessee shall not be obligated by this lease to restore same to working order but shall maintain these facilities in the interest of public safety.
4) Lessor's station building, including all areas which may now or in the future be used by the railroad for its corporate purposes.

Lessee's existing improvements and structures to be maintained thereon by Lessee, including grading and paving, including a roadway across the demised premises, running from Third Street to Fourth Street so as to relieve traffic congestion; it being expressly understood that such a roadway is not to become a public roadway and the right to use it by Lessee and such persons as Lessee may designate shall terminate upon the termination of this lease, and Lessee agrees to defend, indemnify, hold harmless and protect Lessor from any claim that said roadway has become a public road or impressed with a public interest by prescription, user or otherwise.

Term

TO HOLD the said premises for and during the term of FIFTY (50) YEARS commencing on the FIRST day of JULY, 1981, and ending on the THIRTIETH day of JUNE, 2031, (unless sooner terminated as hereinafter provided) at and for the rent or sum of ONE (\$1.00) DOLLAR, Payment Waived.

payable without any previous demand therefor in equal payments of

in advance, on the

Treasurer

at the office of the Lessor's General Manager, Property and Purchases, Jamaica Station Building, Jamaica, New York 11435 or at such other place as Lessor may, from time to time, designate.

Additional Rent

TOGETHER with a further sum to be paid to the Lessor when demanded that shall be equal to all water and sewer rents on the demised premises and all taxes levied, assessed or payable against any and all improvements and structures heretofore or hereafter constructed and maintained thereon; also assessments for public improvements levied, assessed or payable against the demised premises.

In the event that the Lessee desires to use any portion of the demised premises or the facilities thereon, including but not limited to the dock, for any revenue producing purpose, including but not limited to any fees, permits, rents, charges or compensation, Lessee shall and will first obtain Lessor's written approval for the intended purpose. Lessee shall submit a written request for Lessor's necessary approval, together with a description of the nature and purpose of the fees, etc., including the amount of the fees, etc. and an estimate of annual revenue to be realized. Lessor, at Lessor's option, shall have the right to share in such revenue derived from Lessee's operations at the site to such an extent as shall be mutually agreed upon in each instance.

FURTHER RESERVING unto the Lessor the right to lease not less than 528 square feet of its station building for snack bar purposes, including the right to retain the rental income therefrom; also the right to lease and/or license taxi, bus, coffee truck, newsstand, telephone and vending machine concessions, as well as any other concessions deemed desirable for the convenience of Lessor's customers, with the right to retain the income therefrom, as long as the operation of these concessions does not interfere with Lessee's operations on the herein demised premises.

That Lessee hereby covenants and agrees to and with Lessor as follows:

Covenant
to Pay
Rent

1. To pay the said specified rent, and additional rents, if any, at the times and in the manner above provided, and all damages, costs and charges, in this lease provided for, and in case of non-payment thereof or default in the performance of any of the covenants and agreements in this lease on the part of the Lessee to be performed, or in case the leased premises shall be deserted or vacated or if the Lessee shall assign, sell or sublease during the said term or any renewal or extension thereof, Lessor may enter the same, either by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable for any prosecution therefor, and the Lessee waives the service of any notice, in writing of intention to re-enter, and it shall be lawful for the Lessor to re-enter the said premises, and the same to have again and enjoy, and may proceed according to law not only for the collection of the specific rental and additional rentals above mentioned, but for all damages, costs and charges in this lease mentioned and provided for, and also relet the said premises, as agent of Lessee, for the unexpired term and receive and retain the rent therefor, without releasing the Lessee from any liability, applying any monies collected; First - to the expense of resuming or obtaining possessions; Second - to restoring premises to a rentable condition and then to the payment of the rent and all charges due and to grow due to the Lessor, any surplus to be paid to the Lessee who shall remain liable for any deficiency; or if Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or is sold out by any sale under process of law, then and in such cases the whole rent for the remainder of the term of this lease shall be taken to be due and payable forthwith, and Lessor shall be first paid out of the proceeds of such assignment or sale, or Lessor may proceed according to law to collect the same in the same manner as if, by the conditions of this lease, the rent for the whole term were payable in advance, any law, usage or custom to the contrary notwithstanding. (including station building, turntable, bulkheading and dock)

Re-entry
and
Collection
by Legal
Proceedings

2. To keep the said premises, improvements and structures thereon, in good order, repair and painted in a satisfactory condition during the term of this lease and upon the expiration or other termination thereof to peaceably quit and deliver said premises to the Lessor in good order, repair and condition, reasonable wear and damage by accidental fire and other casualties only excepted.

Lessee to
Maintain

~~Use~~

~~3. Not to use or occupy the said premises for any purpose whatsoever than as sites for construction and maintenance of above mentioned improvements and structures and for~~

~~and not to assign or transfer this lease in whole or in part, nor underlet the said premises or any part thereof, or occupy or permit the same to be occupied or used for any business deemed "hazardous" on account of fire or otherwise, which will in any way increase the rate of fire insurance on said premises, all under the penalty of damages and forfeiture of this lease; in the event of breach thereof, the term shall immediately cease and determine at the option of the Lessor as if it were the expiration of the original term~~

Right to
Inspect,
Place
Signs, etc.

4. To permit Lessor or its authorized agents to enter the said premises at any time or times during the continuance of this lease for the purpose of inspecting the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof; it being understood, however, that such action on the part of Lessor shall not relieve Lessee of any obligation assumed by it in this lease to make any such repairs. Lessee further agrees to permit Lessor during the period of Sixty (60) Days prior to the expiration of the term hereby created, to post in a conspicuous place on said premises the usual notices of "To Let" or "For Sale," which shall not be obstructed or mutilated; and to permit Lessor to show the premises to persons interested in leasing or purchasing the same, and Lessee will not, in either event, make demand on Lessor for refund or reduction of rent.

Improvements
to be Kept
in Repair

5. To keep the buildings, structures and improvements constructed upon the demised premises, in good order and repair and painted in a presentable condition satisfactory to Lessor; and that no signs or advertisements of any description shall be painted or posted thereon or affixed thereto, except those pertaining to the business of Lessee. Lessee further agrees not to paint, post or place or permit to be painted, posted or placed any other signs or advertisements of any kind whatsoever at, in or about the said premises.

Maintenance
of Sidewalks,
etc.

6. That Lessee shall and will keep the sidewalk, if any, fronting the demised premises, free and clear of snow, ice, and any obstructions to the free and safe use of said sidewalk at all times and shall and will keep the sidewalks and curbs in good order, repair and condition, and promptly repair any damage or injury thereto caused in any manner whatsoever.

Gasoline
Clause

7. That the Lessee shall and will not use or keep gasoline in any form upon the demised premises, except such as may be in the tanks of automotive equipment, without the prior written approval of Lessor's Chief Engineer.

Indemnification
Clause

~~8. To assume the risk of the premises, and does hereby release and covenant and agree to save and keep harmless, defend and indemnify Lessor from and against all loss, damage or expense whatsoever by reason of breach of any covenant or condition hereof by Lessee or by reason of injury (including death) to person or property arising in any manner or under any circumstances whatsoever from the condition, use or occupancy of said demised premises, including any appurtenant sidewalks or driveways, except where caused by or resulting from the negligence of Lessor.~~

Insurance

~~9. That Lessee shall and will at all times during the continuance of this lease, at Lessee's sole cost and expense, provide Workmen's Compensation Insurance protecting Lessee's legal liability under any Workmen's Compensation Statute, and also procure and maintain Public Liability and Property Damage Insurance, protecting both Lessor and Lessee, in form and amount satisfactory to Lessor, and will furnish to Lessor a copy of the insurance policies.~~

- Additions, Alterations, etc.** 10. Not to make any additions, alterations or improvements to any buildings, improvements or structures upon the demised premises without the prior written consent of Lessor, and all additions, alterations and improvements made by either of the parties hereto to any building, improvement or structure owned by Lessor upon the said premises, except movable furniture, furnishings and trade fixtures placed by Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises upon the termination of this lease, without molestation or injury.
- Responsibility of Lessee to its Employees** 11. That in the performance of any and all work to be done by Lessee under the terms of this lease or which may arise thereunder, result therefrom, or be in any way connected therewith or any operation thereunder, Lessee will furnish all labor and supervisory forces of every kind, and it is expressly understood and agreed that Lessee shall employ, pay from Lessee's own funds and discharge all persons engaged in the performance of such work; and all such persons shall be and remain the sole employees of Lessee and subject to Lessee's exclusive supervision, direction and control.
- Lessee to Comply with All Laws** 12. To comply, at Lessee's sole cost and expense, with all Federal, State and Municipal laws, ordinances, orders, rules and regulations.
- Lessee to Remain Liable** 13. In the event that the relation of the Lessor and Lessee may cease or terminate by reason of the re-entry of the Lessor under the terms and covenants contained in this lease or by the ejectment of the Lessee by summary proceedings or otherwise, or after the abandonment of the premises by the Lessee, it is hereby agreed that the Lessee shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Lessor, and the Lessee expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Lessor during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Lessee waives and will waive all rights to trial by jury in any summary proceedings hereafter instituted by the Lessor against the Lessee in respect to the demised premises or in any action brought to recover rent, or damages hereunder.
- Waiver of Right of Redemption** 14. That Lessee hereby stipulates, agrees to and does hereby waive all rights to redeem under Sections 761 and 763 of the Real Property Actions and Proceedings Law of the State of New York, or any subsequent act which may become a law giving the same remedy during the term of this lease.
- Insurance** 15. That Lessee hereby agrees to purchase and maintain at its sole cost and expense, public liability insurance providing protection against bodily injury liability and property damage liability, arising out of the ownership, maintenance or use of the leased property. Such insurance shall provide a limit of at least \$1,000,000 and shall be extended to include the interests of The Long Island Rail Road Company and Metropolitan Transportation Authority as additional insureds.
- Said insurance shall not limit the Lessee's indemnity to the limits to be carried. Any retention of risk or deductible applicable to the insurance purchased shall not act to the detriment of the Lessor and shall cause the Lessee to provide the defense and indemnification that would otherwise be provided by the insurance.
- Lessee shall furnish to the railroad satisfactory evidence of the insurance in the form of an insurance certificate providing at least fifteen (15) days advance notice of cancellation or material change of the policy.
16. That, in the event the Lessee shall engage in extraordinary repairs, demolition or reconstruction, the Lessee shall cause its contractor to furnish the following insurance prior to and during the entire period of such operation;
- a. A certificate providing evidence of New York State Workmen's Compensation Insurance, and if applicable, endorsed to cover Longshoremen and Harborworkers.
 - b. A certificate of Contractor's Public Liability Insurance covering the contractor's operations with limits of at least \$2,000,000 for bodily injury and property damage liability. The policy should be extended to include Contractor's Protective Liability covering any subcontractor's operations.

- c. An original ~~copy of a~~ Railroad Protective Liability policy, American Association State Highway Organization form, for and in behalf of the Lessor and the Metropolitan Transportation Authority, providing a limit of not less than \$2,000,000 for each occurrence, subject to a \$6,000,000 aggregate limit, covering all damages arising out of bodily injuries or death and injury to or destruction of property, including physical damage to the Lessor's own property. Physical damage to property coverage must be endorsed to cover all property owned by the Lessor, including property in the Lessor's care, custody and control. Definition of designated employees must be endorsed as respects item 3(c) to include any employee of the insured assigned to the work of the contractor for prevention of accidents or protection of property regardless at whose cost such services are borne.

Nothing herein contained shall limit the Lessee's indemnity to the amounts or coverage of the insurance to be furnished.

The Contractor shall furnish satisfactory evidence of the insurance to the railroad in the form of an original policy for c. and certificates of policies a. and b. providing thirty (30) days advance notification of cancellation or material change of the policy.

Indemnification
Clause

17. Lessee shall defend, indemnify, and hold harmless the Lessor, and the Metropolitan Transportation Authority (MTA) and their respective officers, agents and employees against any and all claims, suits, loss, costs and liability on account of injury to or death of any person (s) whatsoever including officers, agents and employees of Lessor or MTA or damage to any property whatsoever including property owned by Lessor or MTA occurring in, on or about the herein demised premises, irrespective of the actual cause of the injury or damage, except where such injury or damage results from the sole negligence of the Railroad or the MTA, their successors or respective officers, agents, or employees of each such indemnities.

18. Lessee shall maintain unrestricted water access to the dock and the property of the Lessor and shall, at no cost nor expense to the Lessor, cause to be raised any vessel that may sink or submerge and restrict such access.

Use

19. Not to use or occupy the said premises for any purpose whatsoever other than as site for construction and maintenance of above mentioned improvements and structures and for a fishing dock, museum, parking, docking of fishing and pleasure boats, and for roadway purposes; it being understood that such facilities shall be available for the use of persons traveling to Greenport on Lessor's railroad, upon the same terms as they are available to residents of the Lessee, the Town of Southold, or the Village of Greenport, or occupy or permit the same to be occupied or used for any business deemed "hazardous" on account of fire or otherwise, with such determination to be at the sole discretion of the Lessor; all under the penalty of damages and forfeiture of this lease; in the event of breach thereof, the term shall immediately cease and determine at the option of Lessor as if it were the expiration of the original term.

If in the event the Lessor shall consent to any modification of the allowable uses stated above to permit any commercial development or use of the herein demised premises, it is understood and agreed that the Lessor shall be entitled to share in the gross revenue obtained from such commercial development or use to an extent as shall be mutually agreed, but in any event shall not be less than fifty (50%) percent. This shall not be construed as an obligation on the part of the Lessor to grant such consent; the approval by Lessor of any modification to the use clause, as may be requested by the Lessee, shall be at the sole discretion of the Lessor.

20. That the Lessee shall proceed with the demolition of the existing dock and construction of a new dock with reasonable dispatch and will complete same in a workmanlike manner, in conformity with such plans and specifications as may be approved in writing by Lessor's Chief Engineer, as well as any permissions, consents, permits or licenses as may be required by any Federal, State or Local governmental or administrative body, on or before January 1, 1985. If, however, the aforesaid work shall be prevented or prohibited due to circumstances beyond the control of the Lessee, this lease shall continue in full force and effect except that Lessor shall have the right to terminate this agreement, withstanding and supplanting any limitation to the contrary contained in Paragraph II on Page 5, at any time upon giving Lessee 90 days prior written notice.

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:

I. That upon the expiration of the term hereby created or other termination of this lease, Lessee shall peaceably and quietly leave, surrender and yield up unto the Lessor all the premises described herein, broom-clean including the removal of all waste, rubbish and debris, in good order and repair, ordinary wear and tear excepted, together with all alterations, additions and improvements which may have been made upon the premises, which shall become the property of Lessor and shall remain upon and be surrendered with the premises, except movable furniture and movable trade fixtures put in at the expense of the Lessee. Further, however, upon written notice from Lessor, Lessee shall and will at Lessee's sole cost and expense do any or all of the following:

- Remove from said premises any improvements, structures and materials thereon not owned by Lessor
- Fill in all holes and depressions in the land
- Level off the surface of the land and leave the same in a condition satisfactory to Lessor

Such removal and restoration shall be complete upon the expiration or other termination of this lease, provided written notice to effect such removal and restoration was given at least 45 days prior to such termination. If such notice was not so given, Lessee shall have 45 days from the time notice is actually given to effect such removal and restoration. Should Lessee, when required or requested, fail, neglect or refuse to so remove said improvements, structures and materials, waste, rubbish and debris, and make the aforesaid restoration, then and in such event Lessor shall have the following rights, which are hereby expressly given it, viz: to remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration at the expense of Lessee, which expense Lessee hereby agrees to promptly pay upon demand; or to sell said improvements, structures and materials and retain the proceeds of such sale, and deliver improvements, structures and materials to the purchaser or purchasers thereof, free and clear of any right, title and interest therein of Lessee, or of any person or corporation claiming through or under Lessee, and without any liability whatsoever to Lessee or to any other person or persons, corporation or corporations, and to remove all waste, rubbish and debris, fill in holes and depressions and level off the surface of the land at the expense of Lessee, which expense Lessee expressly agrees to promptly pay upon demand, or Lessor may, if it so elects in lieu of such sale or removal of said improvements, structures or materials, retain and use same for its own purpose free and clear of any right, title and interest therein of Lessee, or any person or corporation claiming through or under Lessee, and in such latter event they shall become the absolute property of the Lessor.

II. That Lessor shall have the right in the event that it shall sell the demised premises or require the same or any part thereof for its corporate purposes, upon giving Lessee 90 days prior written notice, to terminate this lease at any time during the said term, and on the date specified in said notice, this lease and the term hereby created shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, without liability to the Lessee or any person, persons, corporation or corporations, claiming through or under Lessee. This clause shall apply only to the upland (109,970 square feet) and filled-in land (4,750 square feet) portions of the demised premises, excluding the dock. However, in the event Lessor exercised the right accorded it in this clause, Lessor shall at that time grant the Lessee a license at compensation of \$1.00 per year for access purposes across that portion of the upland and filled-in land leading to the dock from the southerly end of Third Street; such license to be for the unexpired portion of the herein lease. This clause shall also apply in the event the upland and filled-in land portions of the demised premises are required for the use of Metropolitan Transportation Authority, its successors and assigns.

III. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy said demised premises for the time aforesaid, subject to the terms of this lease, without molestation or disturbance from Lessor, its successors and assigns. However, it is expressly understood that no warranty of title to any property is given hereunder, and the leasehold interest herein granted is subject to all encumbrances, conditions and reservations upon or under which Lessor holds its property, as well as to existing agreements.

IV. That Lessee may sublet all or any portion of the herein demised premises to the Town of Southold and/or the Village of Greenport, under and subject to all the terms and conditions of this agreement and terminable concurrently therewith.

~~IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:~~

~~Removal
Clause~~

~~I. That, upon the expiration of the term hereby created, or other termination of this lease, Lessee shall and will at Lessee's sole cost and expense, remove from said premises any improvements, structures and materials thereon, not owned by Lessor, and all waste, rubbish and debris, fill in all holes and depressions, level off the surface of the land and leave the same in a condition satisfactory to Lessor and such removal and restoration shall be complete upon the expiration or other termination of this lease; should Lessee fail, neglect or refuse to so remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration, then and in such event Lessor shall have the following rights, which are hereby expressly given it, viz: to remove said improvements, structures and materials, waste, rubbish and debris and make the aforesaid restoration at the expense of Lessee, which expense Lessee hereby expressly agrees to promptly pay upon demand; or to sell said improvements, structures and materials to the purchaser or purchasers thereof, free and clear of any right, title and interest therein of Lessee, or of any person or corporation claiming through or under Lessee, and without any liability whatsoever to Lessee or to any other person or persons, corporation or corporations, and to remove all waste, rubbish and debris, fill in all holes and depressions and level off the surface of the land at the expense of Lessee, which expense Lessee hereby expressly agrees to promptly pay upon demand, or Lessor may, if it so elects in lieu of such sale or removal of said improvements, structures, or materials, retain and use same for its own purposes free and clear of any right, title and interest therein of Lessee, or any person or corporation claiming through or under Lessee, and in such latter event they shall become the absolute property of the Lessor.~~

~~Fire
Clause~~

~~II. That if, during the continuance of this lease, the buildings belonging to Lessor are damaged by fire or other casualty, not occurring through Lessee's negligence, that the said premises are rendered wholly unfit for occupancy or if the Lessor shall within a reasonable time decide not to rebuild, then this lease shall cease and terminate from the date of such damage; in such case Lessee shall pay rent apportioned to the time of such damage and shall immediately surrender the leased premises to Lessor, who may enter upon and repossess the same. If such damage can be repaired within sixty days thereafter, Lessor may enter and repair, provided that it shall elect to do so; then this lease shall not be affected, except that rent shall be apportioned and suspended while such repairs are being made; but if Lessor shall elect not to repair, then this lease shall cease and terminate and the rent shall be apportioned as in the instance first above recited; but if the said premises shall be so slightly damaged by fire or other casualty as not to be rendered unfit for occupancy, then Lessor agrees that the same shall be repaired with reasonable promptness, and in that case rent covered or accruing shall not cease or terminate.~~

~~Holdover
Clause~~

~~III. That unless either party hereto shall give to the other written notice, by legal service, of intention to terminate this lease prior to the end of the term hereinbefore stipulated, this lease shall continue upon the same terms and conditions, subject to termination as hereinafter provided, for a further term of _____ and so on thereafter from _____ to _____ until terminated by either party hereto giving to the other _____ written notice, by legal service, prior to the expiration of the then current term.~~

~~Termination In
Event of Sale or
Use for Corporate
Purposes~~

~~IV. That Lessor shall have the right in the event that it shall sell the demised premises or require the same or any part thereof for its corporate purposes, upon giving Lessee three months prior written notice, to terminate this lease at any time during the said term, and on the date specified in said notice, this lease and the term hereby created shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, without liability to the Lessee or any person, persons, corporation or corporations, claiming through or under Lessee, and the rental shall be apportioned as of the date of said termination.~~

~~Termination~~

~~V. That either party hereto shall have the right to terminate this Agreement or Lease at any time hereafter by giving to the other at least () days notice, in writing, by legal service of the intention so to do and upon the expiration of such notice this Agreement shall cease and terminate, and the Lessee shall during the period limited in such notice of termination remove its improvements, structures, goods and property from the premises and restore said premises and deliver possession thereof to the Lessor in as good order, repair and condition as when received and in a condition satisfactory to the Lessor; if the Lessee shall neglect, fail or refuse so to do, Lessor may without further notice to the Lessee and without liability to the Lessee, make such removal and restoration, and Lessee agrees to pay or reimburse Lessor therefor on demand, and Lessee agrees that its failure so to remove and restore shall constitute an abandonment of its said improvements, structures, goods and property and of its title thereto by Lessee, and Lessor may make any disposition thereof, including but not limited to junking or sale thereof and giving title thereto, without being liable to Lessee or any other person, persons, corporation, or corporations for any damage or compensation for any action for or on account of same. Lessee releases and shall defend, protect, indemnify and save harmless Lessor from any such liability. In the event of Lessor exercising its right to terminate this Lease as in this paragraph provided, without breach of covenant on the part of Lessee, but proportionate part of the rent paid in advance shall be refunded to and accepted by Lessee as payment in full for that portion of the term unexpired for which rent was paid at the time Lessor enters upon and resumes possession of the herein demised premises.~~

Termination in
Event of
Condemnation

VI. That if the whole or any part of the demised premises shall be taken or condemned by any competent authority, then and in that event, upon the taking of same for such public use, this lease, at the option of the Lessor shall become null and void and the term cease and come to an end upon the date when the same shall be taken, and the rent apportioned as of said date. No part of any award, however, shall belong to the Lessee.

Re-entry in
Case of Default

VII. That if the said rent, additional rents, damages, costs and charges payable by Lessee shall at any time be in arrear and unpaid or if Lessee shall fail to comply with any other of the covenants, terms and conditions of this lease during said term, or any subsequent term, or with any notice given under the terms hereof, and the same shall not be remedied within FIFTEEN (15) days after written notice thereof given by Lessor to Lessee, then this lease shall terminate and become null and void, and from thenceforth it shall be lawful for Lessor to re-enter upon the said premises, and the same to have again, repossess and enjoy, without any right on the part of Lessee then or thereafter to save the forfeiture by payment of rent due, or by other performance of the covenants, terms and conditions thus violated; and upon such termination Lessee shall peaceably deliver possession of said demised premises to Lessor; and all rights and interests of Lessee to and in this lease and the demised premises shall cease and terminate and end, and Lessor shall have the right, without further notice, to re-enter the demised premises and the same to have again, repossess and enjoy, Lessee hereby expressly waiving service of any notice to quit possession, or of intention to re-enter as provided in Section 998 of the Civil Practice Act, or any law of the State of New York.

Notices

VIII. All notices which may or are required to be given by either party to the other shall be in writing and shall be deemed to have been properly given if served personally on an officer of the party for which such notice is intended or if sent by United States Registered Mail, postage prepaid, addressed to the party for which such notice is intended at the address of such party as hereinbefore set forth, or at such other address as such party may from time to time designate in a written notice to the other party.

No Waiver of
Specific
Performance

IX. That any failure on the part of Lessor to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

Lessee
Defined

X. That the word Lessee as used herein shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though herein fully expressed.

Successors
and Assigns

That all rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of such party.

IN WITNESS WHEREOF, Lessor has hereunto affixed its corporate seal, duly attested, and Lessee has caused this lease to be duly executed, the day and year first above written.

All additions and deletions hereto were made prior to the execution by either party. Sealed and delivered in the presence of approved as to form:

us: Thomas M. Taranto
General Counsel

per M. Healey
APPROVED AS TO FORM
NOT REVIEWED AS TO EXECUTION.

William J. Kewt
Chief Deputy County Attorney

ATTEST:

THE LONG ISLAND RAIL ROAD COMPANY

BY:

R.H.W.

ATTEST:

Margaret J. Kahan
ASST Secretary

COUNTY OF SUFFOLK

By: *Penelope* Seal

Seal

OK
12/11

RENT NUMBER LIZ-2320 P. & P. 361-7
LAND
MAR. 68

Lease

THE LONG ISLAND RAIL ROAD COMPANY

To

COUNTY OF SUFFOLK

Property Greenport, New York

RENTAL: \$1.00, Payment Waived

Lease commences 7/1/81
Former Tenant
Lease forwarded

LIZ-2320

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Assignment Agreement") dated Feb 29, 2016 between the COUNTY OF SUFFOLK ("Assignor"), a municipal corporation of the State of New York, located at the H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, 6th Floor, Hauppauge, New York 11788 acting through its duly constituted DEPARTMENT OF PUBLIC WORKS ("Department") located at 335 Yaphank Avenue, Yaphank, New York 11980 and the VILLAGE OF GREENPORT ("Assignee"), a municipal corporation of the State of New York, located at 236 Third Street, Greenport, New York 11944

RECITALS

WHEREAS, Assignor entered into a lease agreement with THE LONG ISLAND RAIL ROAD COMPANY ("LIRR") dated August 14, 1981, as amended, (the "Lease"), for 4 parcels of land containing 108,720 square feet, more or less, (the "Demised Premises") situated south of Wiggins Street, between 4th Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, including, but not limited to: (i) a boat dock, (ii) a bulkhead along the waterfront of the Demised Premises, (iii) LIRR's railway turntable and related facilities, (iv) LIRR's station building, (v) a parking lot and (vi) a roadway across the Demised Premises; and

WHEREAS, pursuant to the Lease, Assignor was required to replace the existing boat dock and said obligation was performed by Assignor to the satisfaction of LIRR; and

WHEREAS, Assignor and Assignee entered into a sublease agreement dated December 22, 1982, as amended, as authorized by LIRR, pursuant to which Assignee assumed and became bound by all the terms and conditions of the Lease in place of Assignor for the remainder of the term of the Lease (the "Sublease"); and

WHEREAS, Assignor, Assignee and LIRR entered into a First Amendment of Lease and Sublease dated January 22, 1993 which deleted LIRR's reserved right to use 528 square feet within the station building and allowed Assignee to utilize the 528 square feet in conjunction with its renovation and utilization of the station building as a maritime museum, police substation and welfare facility for LIRR employees at its own cost and expense (the "First Amendment"); and

WHEREAS, the Lease and Sublease, as amended, are hereby incorporated into this Assignment Agreement by reference; and

WHEREAS, Assignor desires to assign all of its rights, title, interest in the Lease to Assignee for the remainder of the term of Lease to be assumed in total by Assignee; and

WHEREAS, Assignee desires to assume all of Assignor's rights, title, and interest in the Lease from Assignor; and

WHEREAS, Assignee hereby acknowledges an ongoing management agreement made between Assignee and the EAST END SEAPORT MUSEUM AND MARINE FOUNDATION to operate a maritime museum for the general public within a portion of LIRR's station building at the Demised Premises; and

WHEREAS, simultaneously with the execution of this Assignment Agreement, LIRR consents to the assignment and assumption of the Lease by Assignor to Assignee and the release and discharge of the terms and conditions of the Lease as they pertain to Assignor:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective on the date hereof, Assignor hereby assigns and transfers to Assignee all of its rights, title, interest in, to and under the Lease, for the remainder of the term of the Lease, which is set to expire on June 30, 2031.
2. Effective on the date hereof, Assignee hereby accepts and assumes all of Assignor's rights, title, and interest in, to and under the Lease, and agrees to faithfully keep, fulfill, perform and discharge the duties, covenants and obligations of Assignor under the Lease for the remainder of the term of the Lease.
3. Assignor and Assignee agree that upon the effective date of this this Assignment Agreement and the consent to the terms of the Assignment Agreement by LIRR, Assignor is hereby released and discharged from all provisions, terms, conditions, agreements, and obligations of any kind with respect the Lease.
4. Assignee hereby agrees to indemnify and hold harmless Assignor, LIRR, and the Metropolitan Transportation Authority ("MTA"), and the officers, officials, employees, contractors, agents and other persons of these entities from and against all liabilities in tort and contract, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the terms and conditions of the Lease and Sublease, as amended, and this Assignment Agreement. Assignee shall defend Assignor, LIRR, and MTA, and the officers, officials, employees, contractors, agents and other persons of these entities in any suit, including appeals, or at Assignor's option, pay reasonable attorneys' fees for defense of any such suit arising out of the terms and conditions of the Lease, Sublease and/or this Assignment Agreement.
5. Assignee hereby waives, releases and forever discharges Assignor, its successors, executors, administrators, heirs, assigns, officers, officials, employees, contractors, agents and other persons from any and all obligations, duties and covenants, contained in the Lease and Sublease, and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, known or unknown, direct or consequential,

foreseen and unforeseen, matured or unmatured, concealed or in law, admiralty or equity, which against Assignor, Assignee or Assignee's heirs, successors or assigns, ever had, now have, or hereafter can, shall or may have for, upon , or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Assignment Agreement.

6. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns and is entered into solely for the benefit of Assignor and Assignee. No third party shall be deemed a beneficiary of the Assignment Agreement, and no third party shall have the right to make any claim or assert any right under this Assignment Agreement.

7. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of laws.

8. It is expressly agreed that if any term or provision of the Assignment Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Assignment Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Assignment Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Each party represents and warrants, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Assignment Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

[Signature pages follow]

16-PW-065

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

ASSIGNOR:
COUNTY OF SUFFOLK

By: [Signature]
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: 3/11/16

ASSIGNEE:
VILLAGE OF GREENPORT

By: [Signature]
Name: George W. Hubbard, Jr.
Title: Mayor
Date: 3/29/2016

APPROVED FOR ASSIGNOR:
Department of Public Works

By: [Signature]
Name: Gilbert Anderson
Title: Commissioner
Date: 3/10/16

APPROVED AS TO FORM FOR ASSIGNOR:
Dennis M. Brown, County Attorney

By: [Signature]
Name: Marisa G. Marletti-Schifano, Assistant County Attorney
Date: 3/10/16

LIRR CONSENT

The Long Island Rail Road Company, a public benefit corporation of the State of New York, with offices located at Jamaica Station Building, 93-02 Sutphin Boulevard, Jamaica, New York 11435, as Lessor under the Lease, consents to this Assignment and Assumption Agreement as hereinabove stated.

THE LONG ISLAND RAIL ROAD COMPANY

By: [Signature]
Name: Jeffrey B. Rosen
Title: Director, Real Estate
Date: 4/14/16

EXHIBIT B

Site Plan

See Attached

EXHIBIT C

Scope of Work

See Attached

Scope of Work

Village of Greenport North Ferry Terminal Improvements

Nine (9) alternatives were considered for this project, including the No-Build Alternative. Alternative 4B (Plan Attached) is the Preferred Alternative selected to carry forward into construction. This alternative best satisfies the project requirements and meets the project's goals and objectives. The following is a description of the proposed scope of work:

- Increased On-site Ferry Queue Capacity – Increases on-site ferry queue from 36 vehicles to 74. Six queue lanes are proposed and the footprint of the queue lane will be expanded south into the existing MTA parking lot on the north side of the tracks. The proposed lease area expansion is necessary for this improvement. The new ferry queue lanes will be constructed with full depth asphalt pavement.
- Point of Access to Queue – The proposed ferry queue access will be located on Wiggins Street 130 feet west of 3rd Street. Access to the ferry queue from 3rd Street will continue to be permitted by creating a short two-way segment on Wiggins Street east of the new ferry queue point of access. Access via eastbound Wiggins Street will remain the primary route to the ferry queue. Additionally, this alternative proposes to install a barrier gate for westbound Wiggins Street that can close and prohibit vehicles from entering into the ferry queue during peak hours of traffic. When the ferry company closes the barrier gate, vehicles will be directed into the north parking lot where they can head back to northbound 3rd Street.
- South Parking Lot Improvements – To maximize on-site parking, the parking lot south of the LIRR will be reconfigured from 63 spaces to 91 spaces and will be equipped with the required number of accessible parking spaces. The south parking lot will be resurfaced with an asphalt overlay and areas of full depth pavement will be required where existing grass islands are being removed. The Hampton Jitney bus stop and bicycle storage lockers will be relocated to a new sidewalk area to be constructed on the west side of Larry Tuthill Memorial Park.
- North Parking Lot – A new 21 space parking lot will be constructed with full-depth asphalt pavement. This lot will have an entrance on Wiggins Street immediately east of the proposed ferry queue entrance. The parking lot is one-way from the Wiggins Street Entrance to 3rd Street, where vehicles will exit with a “left turn only”. The parking lot will

serve as a “kiss and ride” type facility that enables vehicles to drop off passengers and exit back onto northbound 3rd Street. The proposed lot includes the necessary number of accessible parking spaces and may have a number of designated short term parking spaces.

- Pedestrian Improvements – New accessible sidewalk and ramps will be constructed providing connectivity to all the existing facilities on the site. An ADA accessible route from the south parking lot to the at-grade pedestrian crossing over the LIRR will be established with a new asphalt overlay that will provide a smooth surface. The existing at-grade pedestrian crossing over the LIRR tracks near the Seaport Museum will be brought to current ADA standards.
- Railroad Museum Area Improvements - The area surrounding the railroad museum will receive parking lot and sidewalk improvements to bring the site up to ADA and PROWAG compliance. A full depth asphalt parking lot with handicap accessibility will be constructed north of the Railroad Museum and a 3 space offstreet parking area will be created off the east side of 4th Street north of the railroad tracks.
- Drainage and Stormwater Quality – South of the LIRR, Stormwater runoff from the south parking lot will be treated with a new pre-manufactured stormwater treatment system upstream of the outfall to Greenport Harbor. North of the LIRR, a new subsurface infiltration system will be installed below the parking lot to capture and infiltrate the NYSDEC water quality volume of runoff and ensure that post-construction stormwater discharges from the site are not increased by the proposed improvements.

**VILLAGE OF GREENPORT
FIREHOUSE BATHROOM RENOVATION PROJECT**

BID FORM (CONTINUED)

Name of Bidder: FIDELI CONSTRUCTION INC.

<p>VILLAGE OF GREENPORT Firehouse Bathroom Renovation Project</p>	
<p>GENERAL DESCRIPTION OF WORK: Firehouse Bathroom Demolition Project</p>	
<p>Total Project Bid Price in Words:</p> <p><i>NINETY-THREE THOUSAND 00/100 DOLLARS</i></p>	<p>Total Project Bid Price in Numerals:</p> <p><i>\$ 93,000⁰⁰</i></p>

ADD ALTERNATIVES	Project Bid Price (In Words)	Project Bid Price (In Numerals)
<p>Add alternate 1 to remove two (2) existing windows and trim, block in and refinish said wall area shall be in the amount of:</p>	<p><i>TWELVE THOUSAND 00/100 DOLLARS</i></p>	<p><i>\$ 12,000⁰⁰</i></p>

VILLAGE OF GREENPORT
Firehouse Bathroom Renovation Project

BID FORM (CONTINUED)

Name of Bidder: FIOELE CONSTRUCTION INC.

Pursuant to, and in compliance with, the advertisement for bids and the instructions to Bidders relating hereto, the undersigned, as a Bidder, proposes and agrees, if this bid is accepted, to furnish F.O.B. Greenport, NY, the above-mentioned product(s) as required by the manner therein prescribed by the Purchaser prior to the opening of bids.

Liquidated damages in the amount of \$250.00 per day maybe assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents. Contract work must be started within one (1) month and completed within four (4) months of issuance of the Notice of Commencement.

Signature: 

Title: OFFICE MANAGER.

Date: JULY 12, 2023

SHIP VISITATION AGREEMENT

AGREEMENT dated _____, 2023 BETWEEN the VILLAGE OF GREENPORT (“Village”), 236 Third Street, Greenport, New York 11944, and Kalmar Nyckel Foundation (“Foundation”), 1124 East seventh street, Wilmington, Delaware 19801 (jointly with the Village the “Parties”) regarding the Kalmar Nyckel (“SHIP”) for the stay by the SHIP at the Village of Greenport Marina as further detailed in this Agreement.

1. SHIP shall arrive at the Village on August 1, 2023 and shall depart on August 14, 2023.

A. In payment for dockage, Kalmar Nyckel will open for 3 hours of FREE deck tours each week to the public at prime tour time (Saturday nights from 4-7pm-perfect for dinner crowds, and into the cooler part of the evening!).

B. Ship will also provide 2 education programs for camps or schools (up to 43 kids per group, and 6 chaperones).

C. Ship shall have the following schedule, subject to changes by mutual agreement of the Parties:

Tuesday, August 1, 2023, arrive from sea

Wednesday, August 2, 2023, USCG inspection sail, 1 public sail (5pm)

Thursday, Aug. 3, 2023, 2 public sails (10am and 3pm)

Friday, Aug, 4, 2023 2 public sails (10am and 5pm)

Saturday, Aug, 5, 2023, 1 public sail (10am), 3 hours of FREE tours for public, to pay for dockage (tours 4-7pm)

Sunday, Aug. 6, 2023, 2 public sails (10am and 2pm)

Monday, Aug. 7, 2023, CLOSED/Maintenance Day

Tuesday, Aug. 8, 2023, CLOSED/Maintenance Day

Wednesday, Aug. 9, 2023 FREE Educational Tours for summer camp/school group (9:30-10:30 and 11-12), up to 43 kids with 6 chaperones per time slot (to pay for dockage) and a public sail at 3 p.m. Note that the Village will provide details regarding the educational tours at least one week prior to the scheduled tour including approximate number of children (up to 43), number of chaperones and contact information for person responsible to receive weather related cancellation notice.

Thursday, Aug. 10, 2023 2 public sails (10am and 4:30pm)

Friday, Aug. 11, 2023 2 public sails (10am and 5pm)

Saturday, Aug 12, 2023 1 public sail (10am), 3 hours of FREE tours for public, to pay for dockage (tours 4-7pm)

Sunday, Aug. 13, 2023 2 public sails (10am and 2pm)

Monday, Aug. 14, 2023 depart

2. The Berth: Upon SHIP's arrival in the Greenport Harbor, the Village shall provide Berthing at the Village of Greenport Rail Road Dock.
3. Public Visitation and Sailing: The Foundation will provide supervised on board public sales, touring and visitation according to the schedule in this Agreement, weather permitting.
4. Foundation will provide and maintain SHIP, properly crewed and equipped as required by marine authorities, in sound structural and operational condition, in the Greenport Harbor at a Berth to be designated by the Village.
5. Foundation or Ship shall name and provide contact information for a Ship Representative to be the communication and contact person with the Village at all times during the Ship's stay in the Village, and if it is a different person, the name and contact information of the senior officer or representative of the Ship and Foundation while the Ship is at Greenport. The Village will name and provide contact information for Village representatives during the stay.
6. For any private functions hosted on board Ship, the Ship shall be responsible for cleanup and trash removal, ensure host liquor liability insurance coverage, and shall hold Village harmless from loss or damage occasioned by its employees, agents or guests.
7. The Village will provide during the stay:
 - a. normal waste trash removal, excluding hazardous or environmentally unsafe products for foreign and domestic garbage upon arrival and at regularly scheduled intervals throughout the stay provided that Ship staff shall be responsible for removing its waste from Ship and placing it in a designated container;
 - b. if available at the berth, access to 208 volt, 30 amp, 2 pole connection; and
 - c. potable water.
8. The Foundation acknowledges and agrees that the Ship Captain has complete and unfettered authority for the health and safety of the crew and safety of the Ship. Should he/she decide, in his/her professional opinion, that for any reason of safety to either the crew of the SHIP and/or guests (including but not limited to bad weather) that the above mentioned dates and times cannot be complied with, or that a technical or mechanical problem (or a combination of any of the above) causes the inability to comply with the agreed upon dates and times, then the Foundation or the Ship has a right to cancel all or part of the stay (or reschedule by mutual agreement). Captain and Foundation shall be responsible for and shall maintain the security and safety of the Ship and its crew.

9. The Ship must be registered, equipped, insured and maintained as may be required by law.

10. Foundation must have and maintain property (\$500,000), liability (\$1,000,000/\$2,000,000) and hull insurance (\$500,000) at all times during the stay, naming the Village of Greenport as additional insured, and provide proof thereof to the Village of Greenport.

11. The Village assumes no and shall not have any liability for the safety of the crew or the Ship or any fire, theft or damage.

12. The Foundation and the Ship agree to indemnify, hold harmless and defend the Village of Greenport and its officers and employees from any liability related to damage to the Ship or claims made against the Village of Greenport or its officers or employees relating to or arising from the stay or the activities of the Foundation or Ship. The Foundation and Ship agree to waive all rights of subrogation against the Village. The Village assumes no responsibility for damage or loss to the Ship or Ship personnel whether caused by severe storm, flood, fire, hail, frost, ice, lightning, tornado, wind, water, explosion, theft, malicious mischief, or other hazard or casualty. In the event of a severe storm or flood, the Foundation is solely responsible to take all emergency measures possible, the Village does not assume any responsibility for said protection and/or damage to the Ship.

13. No services such as mechanical, wood or fiberglass repair or replacement, canvas repair work may take place while the Ship is berthed at the marina.

14. The Village may designate marina quiet hours and other policies and rules.

15. Swimming, diving or fishing from the dock or Ship shall not be permitted at any time while the Ship is at the dock or marina. Children under twelve years of age that board the ship must wear a Coast Guard approved PFD while not berthed.

Village of Greenport

Kalmar Nyckel Foundation

BY: _____

BY: _____

DATE: _____

DATE: _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Account No.	Account Description	Amount
A.7231.422	DOCKS UTILITIES	50.00
A.7311.400	ICE RINK EXPENSE	11,000.00
A.7520.400	HISTORICAL PROP - LARRY TUTHILL PARK..	800.00
A.7520.403	HISTORICAL PROPERTY..SCHOOLHOUSE	500.00
A.7550.400	RECREATION ADVERTISING AND PROMOTION	420.00
A.8010.400	ZONING CONTRACTUAL EXP..	1,200.00
A.8020.400	PLANNING CONTRACTUAL EXPENSE..	5,000.00
A.8030.400	ZONING/PLANNING LEGAL EXPENSE..	1,700.00
A.8510.200	HISTORIC PRESERVATION COMM.	800.00
A.8620.800	COMM DEV.EMPLOYEE BENEFITS	7,700.00
A.9030.800	SOCIAL SECURITY.EMPLOYEE BENEFITS	10,000.00
Total Amount:		0.00

HARRIS BEACH PLLC
ATTORNEYS AT LAW

July 20, 2023

THE OMNI
333 EARLE OVINGTON BLVD, SUITE 901
UNIONDALE, NEW YORK 11553
516.880.8484

Village of Greenport
236 Third Street
Greenport, New York 11944

JARED A. KASSCHAU
MEMBER
DIRECT: 516.880.8106
FAX: 516.880.8483
JKASSCHAU@HARRISBEACH.COM

RE: Engagement Letter for Legal Services Between Harris Beach PLLC and the Village of Greenport – Legal Counsel and Special Counsel Services

Dear Mayor and Trustees,

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of the Village of Greenport ("Client"), including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially-interested or related parties (individually "Affiliate," and collectively, "Affiliates").

Scope of Engagement. The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"):

1. Legal Counsel, including (a) general municipal advice to elected officials, appointed officials and management staff, (b) attendance at Village Board of Trustees meetings, work sessions and conferences, (c) attendance at Village Zoning Board of Appeals and Planning Board meetings and work sessions, and similar meetings of other Boards or agencies as requested by the Board or Mayor, (d) drafting and review of minutes, legislation, contracts, and other municipal agreements or documents, (e) provide written advisory opinions upon request to elected officials, appointed officials and management staff, (f) draft fiscal policies, employment handbooks, human resources policies, laws, code amendments, resolutions, agreements, and other documents and reports upon request, (g) advise and assist the Village with legal compliance, liability, criminal and civil investigations, procurements, environmental and land use planning, economic recovery, budgeting, development, planning, competitive bidding, freedom of information and open meetings laws, governmental affairs, housing, lending and other matters upon request, (h) maintain availability to act as legal advisor to elected officials, appointed officials and management staff, and perform general legal services in connection therewith not deemed to be within the Scope of Services set forth in Section 2 below, (i) defend tax certiorari proceedings, and (j) represent the Board of Trustees in collective bargaining negotiations and issues arising under such negotiations.
2. Special Counsel, including (a) engage in litigation matters and/or administrative proceedings on behalf of the Village upon request, (b) acquisition, sale or lease of real estate, and (c) other legal services as from time to time requested by the Mayor, and/or

Board of Trustees that are not within the scope of services identified in paragraph 1 above.

The Firm will represent Client to the best of its ability, but does not guarantee any particular result. We will provide only legal services in connection with the Matter, and are not providing, and you will not look to the Firm or rely on us for, business, investment, insurance, accounting or other such non-legal services.

This engagement letter constitutes the entire agreement between the Firm and Client regarding the Matter described herein and supersedes any prior written or oral statements or agreements made by the Firm or Client. If Client desires legal counsel on an issue outside the scope of the Matter, or to change any other terms of this letter, the Firm may agree to provide such counsel or different terms, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the Matter, the Matter does not include any appeals that may arise from the Matter. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact. Jared A. Kasschau will be responsible for the supervision of the Matter, but Client is engaging the Firm as a whole and not any individual attorney. I can be reached at jkasschau@harrisbeach.com, 516-880-8106. It is anticipated that Brian Stolar will also take a lead role in this matter. Brian can be reached at bstolar@harrisbeach.com, 516-880-8383. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter, and from time-to-time may also utilize the services of contract lawyers or third-party consultants. These individuals will be billed at their standard hourly rates unless otherwise stated below.

Fee Arrangement. The Firm's fee shall be a set rate of \$295 per hour for Legal Counsel services and \$325 per hour for Special Counsel services. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

Other Charges. In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements incurred by the Firm on Client's behalf (*i.e.*, transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential

party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

Billing Cycle and Retainer. Fees for legal services and other charges are billed monthly and Client shall pay those fees and charges within 30 days of Client's receipt of the Firm's invoice.

If Client's account becomes delinquent by more than 90 days, the Firm will contact Client about making arrangements to bring the account current. It is our hope that, by addressing payment issues promptly, we can avoid any misunderstanding. However, as a condition to the Firm's continued representation of Client, Client must remain current in Client's payments to the Firm for services and expenses. Should a delinquency continue and satisfactory payment terms not be arranged, the Firm reserves the right to withdraw from its representation of Client and pursue collection of the amount owed. In such an event, Client shall be responsible for the cost of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees incurred by the Firm for the collection.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

If Client has any questions relating to the Firm's services or the charges, we will be pleased to discuss them with Client at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, Client agrees to notify us in writing or email within 30 days of receiving our billing statement if Client disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of Client's receipt of a billing statement, Client will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Termination of Engagement. Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following

the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Client Cooperation. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

Communication with Client and Confidentiality. Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with Client. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Consistent with applicable rules of professional conduct, the Firm will employ reasonable physical, technical, and administrative safeguards to protect the confidentiality of all information related to the Matter. The Firm utilizes a document management system that stores electronic information in the cloud and that employs industry standard safeguards to protect that information. By agreeing to the terms of this engagement letter, Client consents to the Firm storing Client's files in the cloud and acknowledges that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals).

Should any information related to the Matter be subject to protection under the European General Data Protection Regulation ("GDPR"), the Firm shall abide by the terms of Standard Contractual Clauses ("SCCs") that have been approved by the European Commission, as may be

updated by the Commission from time-to-time. The Firm and Client shall complete the applicable Annexes to the SCCs after Client signs this letter. Any processing of Client's data by the Firm is for the purpose of providing legal services to Client or furthering the legitimate interests of the Firm related to such services.

Possible Conflicts. Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. There are no intended third-party beneficiaries to this engagement letter. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with Client, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from Client or Client's Affiliates.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us.

I appreciate the opportunity to continue representing you as a member of my new firm.

Sincerely,



Jared A. Kasschau

Agreed and Accepted
this ___ day of July, 2023

Village of Greenport

By: _____

Title: _____

JAK:ng