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

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Third Street Firehouse
Greenport, New York

April 27, 2017
7:00 P.M.

B E F O R E:

GEORGE HUBBARD, JR. - MAYOR

JACK MARTILOTTA - DEPUTY MAYOR

MARY BESS PHILLIPS - TRUSTEE

DOUGLAS W. ROBERTS - TRUSTEE

JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY

SYLVIA PIRILLO - VILLAGE CLERK

PAUL PALLAS - VILLAGE ADMINISTRATOR

1 (The meeting was called to order at 7:03 p.m.)

2 MAYOR HUBBARD: I'll call the meeting to
3 order. Pledge to the flag.

4 (All stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for
6 a moment of silence for Vennessa Brookes, who was
7 a Village employee. We're going to miss her
8 dearly. Colin Crowley, Janet Wolbert Krudop,
9 Muriel Peabody Loomis, John E. Walker, III, and
10 Stanley J. Zurek, Stash.

11 (All remained standing for a Moment of
12 Silence)

13 MAYOR HUBBARD: Thank you. You may be
14 seated. Okay. I've got a couple of
15 announcements to make.

16 The annual May Mile Fundraiser, benefitting
17 the Fire Department, will be held on May 13th,
18 with registration beginning at 8:00 a.m.

19 The BID Mom-a-Thon shopping event will be
20 held on May 13th.

21 The annual Fire Department Carnival will be
22 held from May 25th through May 29th, with
23 fireworks scheduled for May 27th.

24 I'm just going to read part of this, is the
25 Annual Tree Committee report. It's two pages.

1 Anybody who wants to get a copy, you can get it
2 from the Village Clerk. I just want to go down a
3 couple of highlights on it, you know, some pretty
4 impressive things that the Tree Committee has
5 been doing.

6 The Village of Greenport Tree Committee is
7 pleased to present this report of its activities
8 in 2016, a year for which the Village is on track
9 to win its thirteenth Tree City USA Award.

10 Advisory Committee members are appointed
11 and our actions are governed by the Tree
12 Ordinance of 1991, which requires an annual
13 report and public outreach on the importance of
14 trees.

15 The main mission: Removal of hazardous
16 Village trees. There have been more than 240
17 trees removed since the reestablishment of the
18 Tree Committee in 2007, including 35 removals in
19 2016, with a combination of road lighting crews
20 removing all but six. We've contracted for those
21 six, plus removal of -- approximately 190 stumps
22 have been ground out.

23 Community-wide events, outreach and
24 education: The Tree Committee helped the Class
25 of 2016, and obtained and planted a senior tree

1 at the Greenport High School, and delivered tree
2 saplings and information to the school. The
3 senior trees have been donated for over 25 years.
4 Since 2007, the committee has provided an
5 additional twenty-plus trees planted on the
6 school campus, making an inviting campus look
7 even more attractive.

8 Resource enhancements: The Village Tree
9 Committee received a \$12,000 matching grant from
10 the New York State DEC, in effect doubling our
11 purchase power for the year.

12 Coming up: A letter from a Greenporter
13 reminded us of the beauty of our Village
14 flowering trees in early May. We are planning
15 the first Greenport Spring Blossom Festival, in
16 which we will map out the lovely cherry, pear,
17 plum trees on self-guided maps, and invite
18 everyone to use the Village website.

19 Training: Our Village -- our State
20 Forester, John Wernet, has agreed to lead an
21 inservice kind of class for Village and Town
22 employees involved in the aspect of tree work.

23 So the complete report will be available
24 online, but there are copies here, plus they have
25 a nice picture of the cherry blossoms. I believe

1 that's down on 5th Street. It's a real nice
2 report. So, everybody, please pick up a copy, or
3 read through it and look at it on the website.

4 Okay. We'll move into our presentations.
5 Peconic Land Trust regarding the Exxon Mobil
6 property. Come on up and just give your name for
7 the record so she can take you down, and let us
8 know what you got.

9 MR. SWAIN: Yes. Hello, everyone. I'm
10 Matt Swain from Peconic Land Trust. This is
11 Steve Schott from Cornell. We're here to talk
12 about the old Exxon Mobil property, which, as
13 everybody might know, is at the end of Fourth
14 Street, the corner of Fourth and Clark.

15 We're proposing a shoreline and upland
16 restoration plan on the property, which includes
17 removing the existing -- there's -- right now,
18 there's a 6-foot barbed wire fence around the
19 entire thing. It was a safety issue when Exxon
20 owned it. We're proposing to remove that and
21 install a more aesthetic six foot high tensile
22 deer fence around two perimeters, and around the
23 front end of it, once -- we'll get into the
24 shoreline plan in a moment, but we're going to
25 have basically sand retention fencing around the

1 two sides of the water.

2 As of right now, our plan for the
3 property -- well, we're currently teamed up with
4 Greenport School and some other educational
5 facilities to do, you know, educational things
6 for kids at the property. We've done beach
7 sanding programs, we've done a lot of restoration
8 education programs there. We hope to continue
9 doing that.

10 So in the upland area, essentially, we're
11 going to be going through there and popping out
12 all the invasive species and doing some native
13 plantings throughout, and then the fencing. So
14 that's basically the upland there. And we're
15 going to have informational kiosks and the like.
16 I have a map here. And then I'm going to let
17 Steve here get into the shorelines. Steve from
18 Cornell, he's partnered with us.

19 We were able to get Peconic Estuary Program
20 funding for this project. We received a \$150,000
21 grant to do the shoreline restoration, so we're
22 pretty excited about that. So we've had several
23 meetings with the surrounding neighbors down
24 there and they all support this project 100%.

25 So I'll just pass out a couple of maps and

1 I'll let -- and the basic plan here. That's
2 basically the upland plan. That's a breakdown of
3 the shoreline.

4 MR. SCHOTT: My name is Steve Schott. I'm
5 a Habitat Restoration Specialist for Cornell
6 Cooperative Extension.

7 We've agreed to partner with Peconic Land
8 Trust to do a restoration on the shoreline of
9 this property. It's been degraded over decades
10 of use as an industrial-commercial site, as well
11 as recent storms, starting with Super Storm
12 Sandy, that caused significant erosion to the
13 site.

14 What we're proposing is approximately
15 four-tenths of an acre of shoreline and adjacent
16 upland. And the maps are included in the package
17 I handed out, the map handed out. It would
18 include about two-tenths of an acre on the
19 shoreline itself. It's an area where the
20 shoreline actually is starting to encroach into
21 the upland area.

22 The mean high water is, if you've ever been
23 to the property, at the fence line, or actually
24 underneath the fence line now, which was upland.
25 And the project proposes to, based on surveying

1 work that we did last winter, looking at mean sea
2 level based on biological benchmarks.

3 The area would require approximately 1100
4 cubic feet -- cubic yards of clean sand fill to
5 create a 5% grade. What that would do would
6 allow us to move the beach down. There's an
7 existing stand of salt marsh grass that's
8 adjacent to the project area, which we're using
9 as our biological benchmark. That would give us
10 that edge right where that grass is naturally.
11 So that's the elevation we're shooting at.

12 Basically, Mother Nature has set that
13 demarcation, and we're trying to fill in the
14 areas that have eroded. That will basically push
15 the mean high water from the fence line 30 feet
16 offshore. So now that gives the site a lot more
17 storm resiliency. You're now looking at a high
18 tide, normal high tide at the fence line and then
19 storm high tides lapping into the upland.

20 We would vegetate the -- from mean sea
21 level, the base of this project, upwards towards
22 the high tide line with marsh grass. We're doing
23 a project with Shinnecock Indian Nation
24 Reservation. Currently we're doing very similar
25 work, over 3,000 feet of shoreline, and it seems

1 to be working so far, as far as erosion control
2 and holding sand that we had put on the beach in
3 place.

4 To help armor the upland edge, we're
5 proposing to include a dune face, so we're going
6 to make a coastal sand dune. It will
7 approximately be at 50% grade. That will be
8 planted with beach grass, American beach grass to
9 hold that in place, and that would require about
10 450 cubic yards of sand.

11 We're planning on grading that dune face
12 into the upland area so we have a natural
13 transition. That will be planted with back dune
14 plants, so bayberry, beach plum and coastal
15 grasses that are all native. We have a lot of
16 those located on the property, so we could
17 actually transplant them from the property right
18 into the project area.

19 We're growing the beach grass, all the
20 American beach grass, the dune grass that you see
21 on the South Shore holding the dunes together,
22 between Cornell's facility and the Ag Center in
23 Southold that the Land Trust runs. Currently, we
24 have about 5,000 plants growing for the project.
25 We don't foresee we're going to need many more

1 than 8,000, and we have this whole season to
2 grow. They usually double or triple over the
3 season, so we should be pretty much set, and
4 those were collected onsite.

5 So I guess that's basically the general
6 overview of the project. The main -- as I said,
7 the main goal of this project is to add storm
8 resiliency to the shoreline, which currently is
9 eroding continuously. From last year, when we
10 did a lot of surveying at the site, we've lost
11 more of the upland around that fence line. So
12 it's going to continue unless there's some
13 mechanism to address that.

14 Harden the shorelines, they work to a
15 degree, but the new -- the new direction that a
16 lot of people are taking are these living
17 shoreline type projects, and the DEC just put out
18 new guidance this winter.

19 TRUSTEE PHILLIPS: Yeah, they did, yeah.

20 MR. SCHOTT: It's being worked on still,
21 they're going through the revisions, but DEC is
22 starting to get on board with this, creating a
23 natural shoreline. Mother Nature has been doing
24 this for thousands of years. These plants can
25 regenerate and they take storm damage. They're

1 very efficient in what they do. And the bottom
2 line is they cost a lot less overall to put these
3 kind of shorelines in, and we can also use the
4 community. So we're going to be including
5 students, community volunteers, so it will be a
6 real community project.

7 TRUSTEE PHILLIPS: Steve, the sand
8 retention fencing, what is that made out of?

9 MR. SCHOTT: That's temporary. It's going
10 to be snow fence. It doesn't stay very long.
11 It's until -- the problem is beach grass. The
12 window for planting that is after the second hard
13 frost.

14 TRUSTEE PHILLIPS: Correct, yeah.

15 MR. SCHOTT: So this year it wasn't until
16 like late December. So we can't actually install
17 the plants until January. And we get storms all
18 through the Fall, so we don't want all that sand
19 blowing off. We've seen this in Shinnecock in
20 areas where we weren't able to plant right away,
21 and you do get significant sand migration, either
22 blowing into the upland and away from your
23 project area, or just blowing down the beach. So
24 this would be until we could get plants
25 established to do it naturally.

1 TRUSTEE PHILLIPS: Okay. And then they'd
2 be removed?

3 MR. SCHOTT: They would be removed.

4 TRUSTEE PHILLIPS: Okay. All right. That
5 was my question.

6 TRUSTEE ROBERTS: Is all the left over
7 industrial stuff to be hauled, or is it going to
8 stay? There's like iron, some sort of metal
9 fencing, pipes.

10 MR. SWAIN: Well, actually -- so, from an
11 existing permit, we pretty much got everything.
12 All of the old Exxon stuff has been removed,
13 except for the test wells, which they'll stay.
14 The old fencing will be removed, and several
15 trees along -- actually, another thing to add
16 about this plan is that it is going to open up
17 the property from the road a lot more. And we
18 have had some problems with people in there
19 drinking beer and things like that, but this is
20 going to -- we're going to open it up along the
21 roadsides, and it's going to be much easier for
22 police to patrol down there, because they'll have
23 a clear view from Fourth Street all the way down
24 to the water, so -- but, yes, everything will be
25 hauled off of the property.

1 TRUSTEE ROBINS: Do you have the -- excuse
2 me. Do you have a diagram? You talked about
3 high tensile, six foot high deer fencing. Is
4 there a photograph of that in here? What does
5 that look like? Because that's going to be on
6 the road side, correct?

7 MR. SWAIN: Yeah. If you've ever --
8 essentially, it's the same stuff that they use on
9 the farm fields, except two feet lower, and the
10 wire on it's going to be black, so it like blends
11 in very nicely. It's going to be a nice fence
12 with cedar posts.

13 TRUSTEE ROBINS: Okay.

14 MR. SWAIN: You're not even -- it's very
15 hard to even tell it's going to be there. I
16 mean, a tremendous upgrade over the barbed wire,
17 I would say, but, yeah. I have a photo of it,
18 but I think it's -- actually, I submitted it with
19 the --

20 TRUSTEE ROBINS: I don't need to see it
21 right now, you described it pretty well. Thank
22 you.

23 TRUSTEE ROBERTS: Procedural question.
24 This is a -- this is about a wetlands permit
25 application. What about -- this is in R-2, so as

1 part of the wetlands permit, do we have to also
2 get -- this is a corner lot and all that stuff
3 with the fence. So do we have to get ZBA and
4 Planning, or does this body approve the wetlands?
5 Do we approve all that as part of the wetlands
6 permit?

7 MR. PROKOP: No, the fence would be
8 approved separately.

9 TRUSTEE ROBERTS: Okay. So has anybody
10 made these guys aware?

11 MR. PROKOP: Do you agree with that?

12 TRUSTEE ROBERTS: Do you guys know about
13 that?

14 MR. SWAIN: I knew there were some issues
15 regarding the fence, but I was hoping, since
16 we're just replacing an existing --

17 TRUSTEE ROBERTS: Call them. Should they
18 call you tomorrow?

19 MR. PALLAS: We are actually looking into
20 this right now.

21 TRUSTEE ROBERTS: Okay.

22 MAYOR HUBBARD: Right.

23 TRUSTEE ROBERTS: You guys are doing a
24 great thing. I just want -- I don't want you to
25 have any hiccups.

1 MR. SWAIN: Oh, yeah, no.

2 TRUSTEE ROBERTS: Call the office and make
3 sure everything is cool.

4 MR. SWAIN: The fence and -- I had a
5 feeling it was going to be a thing, but,
6 hopefully, we can work through that.

7 TRUSTEE ROBERTS: It's a process; they'll
8 help.

9 MR. SWAIN: Yeah.

10 MAYOR HUBBARD: Okay is there anything else
11 you need from us during this project?

12 MR. SWAIN: I don't think so. I think we
13 talked about potentially doing a site visit, or
14 something like that, so --

15 MAYOR HUBBARD: Okay.

16 MR. SWAIN: -- we'll just keep everybody
17 posted.

18 MAYOR HUBBARD: Yeah, keep us informed on
19 it and everything.

20 MR. SWAIN: And you can contact either one
21 of us. I know it's going to take some time to
22 read through the plan in depth. We just wanted
23 to come state our case here tonight, and we're
24 looking forward to it, so.

25 MAYOR HUBBARD: Okay.

1 TRUSTEE ROBERTS: Thank you.

2 MAYOR HUBBARD: Thank you both for coming.

3 I appreciate --

4 TRUSTEE ROBERTS: Thanks you.

5 MR. SWAIN: Thank you.

6 MAYOR HUBBARD: -- you know, you coming in.

7 I'm glad you're doing some work down there and

8 fixing the place up. That will be great.

9 MR. SWAIN: Yeah. So let us know if there
10 are any questions, and thank you.

11 TRUSTEE PHILLIPS: Matt.

12 MAYOR HUBBARD: We will do that.

13 TRUSTEE PHILLIPS: Matt, are you applying
14 for any other grant monies?

15 MR. SWAIN: We -- oh, for -- we already
16 have this funded, so.

17 TRUSTEE PHILLIPS: No, no. Okay. But, I
18 mean, in the future, are you going to be planning
19 on any other grant funding, looking for the
20 project down the road, for the educational
21 component?

22 MR. SWAIN: Potentially educational.

23 TRUSTEE PHILLIPS: Okay.

24 MR. SWAIN: Yeah.

25 TRUSTEE PHILLIPS: If you could just keep

1 us informed on that.

2 MR. SWAIN: Uh-huh. We will, certainly,
3 yup.

4 MAYOR HUBBARD: Okay.

5 MR. SCHOTT: Thank you.

6 MAYOR HUBBARD: Thank you both for coming.

7 MR. SWAIN: All right. Thank you.

8 MAYOR HUBBARD: Have a good night.

9 Okay. The next presentation we have is
10 from the MTA regarding proposed scheduled
11 upgrades. Come on up.

12 MR. MC GRAW: Good evening. Thank you for
13 inviting us out here to give you an update on
14 some recent efforts to expand service on the East End.

15 I'm Kyle McGraw. I'm with the Long Island
16 Railroad. I'm here with Steve Ellinghaus. We're
17 in the Service -- the Strategic Investments
18 Department at the Railroad. We're sort of in the
19 Planning Department. And George Fletcher here,
20 he's in the Service Planning Department for the
21 Railroad.

22 Over the years, you know, there have been a
23 number of meetings and planning for additional
24 service. There has been the SEEDS Study and the
25 Volpe Study, and so, you know, Long Island

1 Railroad has been a big part of trying to improve
2 service and be responsive to the community out
3 here.

4 And about a year ago there was the effort
5 by Assemblymen Thiele and Palumbo and Senator
6 LaValle. And so last July there was a meeting
7 with the elected officials, Long Island Railroad,
8 and other community groups to try to figure out
9 what we could do to improve service on the East
10 End. And what came out of those meetings were
11 ideas from the towns about specific ideas that
12 they had as to how we could provide additional
13 and better service to meet the community needs
14 out here.

15 We had the meeting in July. We received
16 input from the towns in November. In January, we
17 had a workshop meeting with everybody to discuss
18 those ideas, and then, again, we had another
19 workshop meeting in April here where the Long
20 Island Railroad came up with some concrete
21 proposals to enhance service on the East End.

22 So the service proposals that were
23 discussed at the beginning of April, and we'll
24 discuss here today, they are proposals.
25 Nothing's set in stone or concrete. We're

1 looking for input from everything. You know, we
2 heard from you, and then we came and we
3 interpreted that and we came up with some
4 schedules. And so we're just looking for your
5 feedback, make sure that these are -- we're on
6 the right track, this is what you're looking for,
7 and then, you know, we'll have more
8 conversations.

9 And when all is said and done, if there's a
10 consensus, you know, we'll go before the MTA
11 Board and we'll finalize it, and that will be the
12 process by which we could actually, you know,
13 enhance and deliver the additional service.

14 So I guess I'll start with George here, and
15 we'll give you an update on where we are.

16 MR. FLETCHER: We have some materials to go
17 with it, so --

18 MAYOR HUBBARD: That's fine.

19 MR. FLETCHER: All right. So a little hard
20 to see some of these. But, basically, this first
21 piece here shows what our current service is.
22 Right now, we currently operate by -- we have one
23 piece of equipment that operates between
24 Ronkonkoma and Greenport, and basically
25 ping-pongs back and forth, making multiple trips

1 per day. One piece of equipment, two different
2 crews, an A.M. crew and a P.M. crew. And what
3 they provide throughout the day are two eastbound
4 and three westbound Greenport trips, two
5 Riverhead roundtrips, one Yaphank one way. There
6 are a couple of additional equipment runs that
7 operate through there.

8 The first one, the train I'll point out
9 here. This was an experiment that was started
10 about, I'm going to say, five years ago now
11 called the "Jury Train", which operates between
12 Deer Park and Riverhead. It was an attempt to
13 get Suffolk County residents to be able to use
14 the train to attend jury duty in Riverhead. It
15 hasn't been super successful. At most, probably
16 about 10 people a day use that train, and that's
17 with rounding up. So, with that in mind, one of
18 the ideas we had was if we could repurpose that
19 time slot, what that train does, we may be able
20 to address some of the issues that were raised by
21 some of the folks out here on the East End.

22 Now two specific requests that we had that
23 came from the series of meetings that Kyle
24 described were would we be able to get four
25 roundtrips to Greenport, and also a 9:30 rough

1 time frame westbound, roughly 9:30 a.m., from
2 Greenport to be able to allow anyone out here who
3 wanted to go into the City for the day to take in
4 a show, a matinee, etcetera, and still get back
5 home in the same day.

6 So our first attempt at looking at that --
7 go to the next one. So we came up with one
8 option that would sort of do that. It got the
9 9:30 roundtrip, leaving at about 9:47 -- oh,
10 that's the weekend. So we got the westbound in,
11 but it did not allow us to be able to provide
12 four roundtrips to Greenport. Has to do with --
13 one of the issues is that Railroad crews operate
14 under Federal Hours of Service Law, so they can
15 only legally operate up to 12 hours per day.
16 Anything more than that, the train has to stop
17 and it has to be re-crewed. So in order to -- in
18 order to make -- between two crews to get four
19 roundtrips out of it, we had to refigure some
20 things. So Option 1 kind of went by the wayside
21 and we got right to our next option, which this
22 is the one you're going to want to hear about.

23 Okay. Weekday Option #2, this is -- this
24 allowed us to come up with four roundtrips, as
25 requested, as well as the roughly 9:30 time frame

1 westbound. I'll just go quickly through what
2 these trains are.

3 The very first one of the day is being
4 called the "Fishermen's Train". It would leave
5 Ronkonkoma at 3:45 a.m. and get here to Greenport
6 at a little bit after 5 a.m. That right now
7 operates as an equipment train. It comes out
8 here to serve as the westbound A.M. Peak train,
9 but we found a way we could liven that up and
10 allow to carry passengers who wanted to get on
11 the fishing boats, etcetera. Then that train
12 would return to become the A.M. Peak, basically
13 the same schedule we have now. So the 40 people
14 a day who use that one will still have the train
15 as they expect it. And then, by repurposing the
16 "Jury Train", we were able to get another
17 roundtrip to come out here. Another eastbound
18 would arrive at approximately 8:54 a.m., and then
19 that westbound, as described, would leave at 9:47.

20 Now the next trip would be another
21 Greenport roundtrip coming out of Ronkonkoma at
22 12:44 p.m., arriving here at 2:08. That would
23 turn to go back west, 2:43 p.m., arriving in
24 Ronkonkoma at 4:06 p.m.

25 What happens with this scenario is that

1 we're able to maintain all of the connectivity
2 between trains at Ronkonkoma, the electrics that
3 go west toward Penn Station and the diesel
4 service that we have out here. And some of the
5 later -- one train does not have an A.M.
6 connection yet, and that would be the first
7 eastbound, the one that leaves at 7:30, arrives
8 at 8:54. But that train is very well positioned
9 time wise, so that when our main line second
10 track and our main line third track projects are
11 completed, we would be able to run electrics that
12 would meet it in Ronkonkoma. So you'd have full
13 connectivity on that train, as well as another
14 train that currently runs as an equipment train
15 that would serve Yaphank and Medford going to
16 Ronkonkoma. Right now it would not have a
17 connection to the west, but it will in the
18 future.

19 So by basically reconfiguring the way we
20 had our crews set up and the way the "Jury Train"
21 worked and the other schedules throughout the
22 midday by restringing them, we're able to provide
23 four roundtrips, as well as the 9:30 time frame
24 westbound.

25 So that is the proposal. And, again, as

1 Kyle described, a number of steps to go through
2 to make sure that that is, indeed, what people
3 would like to see, and go to the MTA Board with
4 it, and then we can take it from there.

5 And Steve is going to describe the weekend
6 proposals, because there were some requests made
7 for some additional weekend service, and we
8 worked on our schedules there as well

9 MAYOR HUBBARD: Okay. Thank you.

10 MR. ELLINGHAUS: Good evening, everyone.
11 As George said, we had some service requests also
12 for the weekend that came about during our
13 meetings. One of the requests was to boost up
14 the -- well, I'll put up the original, what the
15 schedule is today. So you see our day schedule
16 is just basically two roundtrips, one in the late
17 morning and one in the mid afternoon. You have a
18 10:37 coming from Ronkonkoma and a 3:37 coming
19 also later on.

20 As part of the request back in -- the
21 workshop that happened back in January, they
22 requested three roundtrips between Ronkonkoma and
23 Greenport, and an earlier start time, which would
24 allow for a longer day in Greenport. So
25 basically getting folks out here earlier so they

1 can walk around and do what they would like to
2 do. So we had some thoughts.

3 I guess, should we just go right to Option
4 2 or --

5 MR. FLETCHER: Yeah.

6 MR. ELLINGHAUS: We'll go right to the
7 option. We had some thoughts, and our first
8 option was okay, but we came up with a really --
9 what I think is a home run service schedule,
10 which would double the amount of service coming
11 out here. We would add two additional
12 roundtrips. So fulfilling now not only just
13 three, but now we have four complete roundtrips.
14 We're pushing one early in the morning, which
15 starts off at 4:19 out of Ronkonkoma. Now you
16 have a 9:37, nice and early in the morning, a
17 2:37 and a 7:10. And what this allows us to do
18 is allows a lot of day-tripping, it will provide
19 more opportunities for day-trippers from both New
20 York City, and also will provide some
21 opportunities for Greenport residents to head
22 back to New York in both directions.

23 And that's pretty much it. This service we
24 would see a potential start date for the summer
25 of 2018.

1 MR. FLETCHER: Right. And this one, these
2 changes would be seasonal.

3 MR. ELLINGHAUS: Seasonal, right.

4 MR. FLETCHER: On the weekend. This would
5 operate from the beginning of May through
6 Thanksgiving weekend, and then we would revert to
7 our regular off-season two roundtrips on weekend
8 days. And that operates with one crew. This
9 requires two crews, so that's the difference in
10 the cost.

11 MAYOR HUBBARD: Okay.

12 MR. FLETCHER: And, you know, if you'd like
13 to get a closer look at some of these, we can --
14 you know, we can show you.

15 MAYOR HUBBARD: Yeah. If you have some of
16 the paperwork we can look at.

17 MR. FLETCHER: Sure.

18 MAYOR HUBBARD: You know, that would be
19 great. I mean, it's very encouraging. I'm glad
20 that you came out. I'm glad, you know, you're
21 discussing this, that it's all moving forward.
22 And the more people that could travel by train,
23 the easier it is on parking and everything else
24 for us down here, along with us going west. So I
25 think that's moving forward with very good

1 progress.

2 TRUSTEE ROBERTS: Can I ask a question?

3 MAYOR HUBBARD: Yeah.

4 MR. FLETCHER: Sure.

5 TRUSTEE ROBERTS: So this is great. Thank
6 you. With all these extra trains coming here,
7 does this mean -- are you guys in charge of the
8 people who pave the lot? I would think with all
9 these trains coming here, I mean, we're dropping
10 passengers off at a place that looks like the
11 surface of the moon. So can you help us? We've
12 asked -- since I've been doing this for two
13 years, we've asked every which way we can to get
14 help with the paving. It's your property, not
15 ours. So if you can take it back to whomever
16 that, you know, it would be really great. More
17 people will use the service. This is a fantastic
18 development for our region and for our Village,
19 but it's just -- you know, parking there is
20 really pretty rough.

21 MR. MC GRAW: Okay. We'll pass that along.

22 MR. FLETCHER: Any other questions?

23 MRS. OSINSKI: My name is Isabel Oskinski.
24 I live at 307 Front Street, which is -- I live
25 two doors down from the train -- four doors down

1 from the train.

2 I notice that there's an hour between a
3 train arriving and a train leaving on most of
4 your schedules. Does the train plan to idle, or
5 can you shut the engine off for the sake of the
6 residents?

7 MR. FLETCHER: They can't shut be down in
8 between runs, because it's got to keep the
9 heating and air conditioning -- all the climate
10 control within the coaches operates off of that
11 as well. If something is being left for a longer
12 period of time, something's overnight, then
13 that's when we would consider that. But since it
14 is typically an hour or less, that's why they're
15 not shut down.

16 MRS. OSINSKI: It's pretty loud for the
17 residents. Is there any way of putting buffers
18 up or something to protect the residents from the
19 noise?

20 MR. FLETCHER: That's something we'd have
21 to take back.

22 MRS. OSINSKI: Yes, that would be
23 considerate.

24 MAYOR HUBBARD: Okay. Thank you very much
25 for coming out. Thanks for these. We'll make

1 copies and circulate them.

2 MR. FLETCHER: You know, I realized I
3 forgot, I have some notes to myself on there, so
4 let me -- I will have Kyle send them.

5 TRUSTEE ROBINS: Scan them.

6 TRUSTEE ROBERTS: Can you email us?

7 MAYOR HUBBARD: Send them to us, yes.

8 MR. FLETCHER: Okay, great, we'll do that.

9 MAYOR HUBBARD: And, also, if you have like
10 a business card or contact number for you.

11 MR. FLETCHER: Perfect.

12 MAYOR HUBBARD: Send that to Sylvia, the
13 Village Clerk.

14 MR. FLETCHER: Great.

15 MAYOR HUBBARD: And she could distribute it
16 to us. And thanks again for coming out.

17 MR. FLETCHER: Excellent. We'll do that.

18 TRUSTEE ROBERTS: That's good stuff, guys.
19 Thanks.

20 MAYOR HUBBARD: Intermission, brief.

21 MR. MC GRAW: All right. Thank you all.
22 Have a great evening.

23 MAYOR HUBBARD: Okay. Thank you for coming
24 out, yes, appreciate it.

25 Okay. Next on the agenda, we have the

1 wetlands permit application of Mike Osinski for
2 the property at 307 Flint Street. The public
3 hearing was properly noticed. It was in the
4 paper and all. The CAC reviewed the property.
5 Just hang on one second, Mike. Let's just have
6 the CAC. Somebody wanted to read their report.
7 Just let her do that, then you could explain
8 what's going on. We'll just take care of the
9 legal stuff first, Mike, and then you can talk.

10 MR. OSINSKI: Sure.

11 MS. SMITH: I'll go first, he can go
12 second. Thanks, everybody. Okay. So --

13 MAYOR HUBBARD: Just your name for the --

14 MS. SMITH: Oh. Liz Smith, 309 South
15 Street, member of the Conservation Advisory
16 Council.

17 We reviewed the above referenced
18 application, which was the wetlands application
19 from Michael Osinski, and the application -- this
20 doesn't make sense, by the way -- for a Village
21 of Greenport wetlands permit for the installation
22 of a system of suspended oyster cages.

23 The CAC believes that the project helps
24 restore Greenport's position as a center for
25 oyster farming, and is a reasonable trade-off of

1 any visual aesthetic.

2 The CAC requests the following conditions
3 be placed on any permit that is issued:

4 Two year expiration date. Appropriate
5 warning markers to be installed on the perimeter,
6 visual. And if and when the equipment is no
7 longer in use, it be removed by the applicant.

8 MAYOR HUBBARD: Okay. Thank you very much
9 for reviewing it.

10 MS. SMITH: Sure.

11 MAYOR HUBBARD: Okay. Mike, you want to
12 just explain what you got going on, and then
13 we --

14 MR. OSINSKI: Mike Osinski 307 Flint Street
15 in Greenport.

16 So very quickly, you know, we've been using
17 a cage and bag method for the last 15 years. The
18 biggest downside of that is that these cages --
19 the oysters must be cleaned and tended. In the
20 cage and bag method, you have to at least three
21 times a year take every one of those cages out,
22 air dry them, change them out, clean them out,
23 you know, and then move the oysters back in.
24 It's a tremendous amount of effort and labor, and
25 we spend 50, 70% of our time doing that, cleaning

1 the gear and the oysters.

2 So this method is very -- it's being used
3 all over. It comes from Australia. It's also
4 used in Japan. It's used in some places on the
5 West Coast, too. And, basically, the basic
6 premise is to use the tide, tidal variation to
7 clean and to shape the oysters. So we have a
8 three-foot tidal variation in the Village of
9 Greenport. So we string a line along these
10 pilings at mid tide. We hang a basket off that
11 line. At low tide that basket is free and clear
12 in the air for maybe a half an hour to an hour.
13 So twice a day it comes free into the air. That
14 cleans off the fouling, the sponges, the
15 tunicates, all the lower life forms that attach
16 themselves to the gear and the oysters. The rest
17 of the time, the tide rises, the animals feed.
18 And what's nice is that at the very top of the
19 water column gets the most sunlight, the most
20 algae, it's the optimal feeding position.

21 Basically, what you're doing is mimicking
22 more accurately the natural growing conditions of
23 an oyster. They're a reef building animal. They
24 would come out at low tide. You know, this is
25 very healthy for the animal. You know, it cleans

1 them off and keeps the parasites off of them.

2 We did some work with Cornell last year and
3 Roger Williams University. Strung properly,
4 these lines -- there's a Japanese variation of
5 this, it's even more interesting. You put a --
6 if you got the basket here at mid tide, if you
7 put a float opposite the connection point, the
8 basket is going to rotate 180 degrees and be at
9 this position at high tide. It's going to come
10 back down here at low tide, be submerged
11 (demonstrating). That constant -- you know, the
12 tides never stop, so this thing is constantly
13 gently moving with the tide. That little gentle
14 rolling action sculpts the oyster.

15 Believe it or not, there's a very precise
16 desire in the marketplace to have a round oyster
17 with a deep cup, and this gentle rolling does
18 this. You may hear other oyster growers, you may
19 hear there's machines that tumble these things
20 all the time, that run for long periods of time.
21 This doesn't make any sound and it accomplishes
22 that feat using the tides. So we'd like to
23 implement this.

24 And the first thing I'd like to say, just
25 before I continue with this, is that I'd like to

1 publicly thank Mayor George Hubbard. I'd like to
2 thank the entire Village Board. I'd like to
3 thank Mr. Pallas and his staff. And I'd like to
4 thank the CAC, because they all realized that
5 we're -- the growing season began about a week
6 ago for us, and everybody that I have mentioned
7 has made a big effort to get this application on
8 this desk, and get the public hearing and get it
9 publicly noticed so that we could take advantage
10 of our six-month, seven-month growing season.

11 So I'd like to thank everybody. It is a
12 pleasure for an oyster farmer or for an
13 aquaculturist in general to be in an environment
14 where people appreciate the hard work you do and
15 try to realize, you know, the obstacles that
16 we're up against.

17 But, anyway, so that's the -- you know,
18 this method does a lot of things for us. It
19 grows a, you know, thicker shelled oyster, which
20 is what the marketplace desires. It cleans the
21 oysters for us.

22 And, you know, when we first went to the
23 DEC, we had a -- we had about half the number of
24 pilings and lines. They said, "Put everything on
25 this, we don't want to see you again in two or

1 three years. You know, get enough you're going
2 to do for five years." So that's why there's so
3 many lines and so many pilings. And I've talked
4 to Mr. Pallas. Hopefully, we can renew this
5 permit, because I don't think I'm going to get
6 all this gear installed and running in two years.
7 You know, it's an expense. You know, we'll do
8 some of it this year, some of it next year.
9 We'll pay for what we did, so we can pay for the
10 next thing.

11 My daughter is studying Marine Biology and
12 she wants to take over the oyster farm, so, you
13 know, we want to make this a venture that she can
14 enjoy.

15 Is there any questions? I know Julia,
16 Trustee Robins had a question about navigation.
17 If you look -- no one has the drawings, but if
18 you look, the lines are set. There's eight
19 arrays of lines, and then there's a 12-foot gap,
20 so that you can get a boat in and out to harvest.
21 You know, it's sort of a pain to get in the water
22 in January. So we want to be able to drive a
23 boat around here and get -- so there's 12-foot
24 gaps, and then there's another array, then
25 there's a 12-foot gap and another array. So

1 boats can go -- a boat, a relatively decent sized
2 boat, you can get a 25-footer in there easily to
3 harvest oysters, and for people to maneuver, and
4 there's access. And there's large 12-foot gaps
5 so that you can get in and out to the beach,
6 because, you know, sometimes we want to beach our
7 boats, or whatever, so there's gaps, and we do
8 that also. So there's gaps for navigation.

9 And we feel it's a big improvement over the
10 cage and bag method, because the cages and bags
11 that go from one place to another, a storm comes,
12 they're all over the place, I mean, literally all
13 over our neighbors' yards. You know, everybody's
14 swapping their gear out, you know, after a big
15 nor'easter. So this, you know -- and this stuff
16 has lasted through hurricanes. It's last
17 through -- we had 500 of these bags in on the
18 existing pilings that we have, and I don't think
19 we lost but one or two at the last nor'easter,
20 and that was 80 knots here, it was blowing. It
21 was a really short but windy nor'easter. So it
22 survives storms. It's, you know, got special
23 storm clips so that they flex.

24 And we're happy with the gear. It's a big
25 expense, but we think that, you know, over the

1 long term, it will grow a better oyster with less
2 drudgery. So --

3 TRUSTEE PHILLIPS: Mike, I have one question.

4 MR. OSINSKI: I'm sorry?

5 MRS. OSINSKI: The reputation of the
6 Greenport oysters.

7 MR. OSINSKI: Pardon me. Yeah. The
8 Greenport oyster, just so you know, you know, of
9 the -- I always tell people this. You know, the
10 Greenport oyster is well renowned in the City of
11 New York and all over the country. I mean,
12 people know the oyster that comes out of
13 Greenport. I mean, you know, we do some work,
14 but it's this spot, this clean water that the --
15 you know, the forefathers of the people sitting
16 on this Board have maintained and kept it clean.
17 You know, the sewer that's been here, all the
18 infrastructure has maintained this Village. The
19 quality of the water here cannot be beat, it
20 really is fantastic. You got that deep water,
21 nutrient rich water, sparkling. We've got the
22 cleanest water in Suffolk County right here in
23 Greenport. It's cleaner than any other place in
24 Suffolk County. So you really have to thank the
25 people that built this Village to provide the

1 infrastructure and has been maintained through
2 the generations.

3 And the quality of the Greenport oyster,
4 not just our oysters, or the other people, I
5 mean, we like to say of the 50 best restaurants
6 in the world, four of them are in Manhattan and
7 they all by from us, and two of them, the best
8 restaurant in the world, exclusively buys our
9 oyster out of Greenport, and there's a reason for
10 that, and it's the quality of the environment.
11 You know, we feel that, you know -- and we're not
12 the only ones growing oysters here, a lot of
13 people are now growing oysters here.

14 TRUSTEE PHILLIPS: Mike, I have a question.

15 MR. OSINSKI: Yes.

16 TRUSTEE PHILLIPS: And I know that your
17 goal is to increase your harvest, but you're not
18 going to be leasing out to anybody space for
19 those cages?

20 MR. OSINSKI: Oh, no, I wouldn't.

21 TRUSTEE PHILLIPS: Okay. That's -- I'm
22 just asking. Okay.

23 MR. OSINSKI: Yeah, this is my space.

24 TRUSTEE PHILLIPS: That's what I thought.

25 MR. OSINSKI: Oh, yeah.

1 TRUSTEE PHILLIPS: I just wanted to
2 double-check.

3 MR. OSINSKI: That's all right.

4 TRUSTEE ROBINS: Sounds good. I'm glad
5 it's going to make your life easier and more
6 productive, and a more durable system, too, you
7 know, in terms of moorings and stuff like that,
8 which are always a concern.

9 TRUSTEE PHILLIPS: Yes. The cages, I know
10 we've brought a few home to you.

11 MR. OSINSKI: Right, exactly. The ferry's
12 got them.

13 TRUSTEE PHILLIPS: Mark found --

14 MR. OSINSKI: You never know who's going to
15 find them.

16 TRUSTEE PHILLIPS: Mark found a few coming
17 home one time, I remember.

18 MAYOR HUBBARD: Okay. Thank you, Mike.

19 MR. OSINSKI: Okay.

20 MAYOR HUBBARD: We'll open it up to the
21 public now, if anybody would like to address the
22 public hearing on this. Is anybody interested in
23 addressing the public hearing? Give your name
24 and address for the record. Comments on the
25 wetlands permit application.

1 MR. KREILING: Paul Kreiling, 149 Sixth
2 Street.

3 Great idea, Mike, great idea. My query,
4 and I think it's just a clarification, I believe
5 I've been told this, you will be removing your
6 cages from the outlying area as you implement
7 this?

8 MR. OSINSKI: Over time.

9 MR. KREILING: Over -- yes, over time. And
10 to answer Julia's question as far as navigation,
11 that will bring the navigable waters further into
12 land, I believe, over time.

13 MR. OSINSKI: You know, I'll be honest with
14 you, there's -- my neighbors are growing in cages
15 and bags. We -- the more people that grow
16 oysters in that vicinity, people in the general
17 public know to stay away. And it's actually
18 between us and the ferry is a small gap. And you
19 don't get a lot of people because of the volume
20 of oysters being grown, you know. I think that's
21 a good thing, you know.

22 MR. KREILING: No issues. I just thought
23 that in that area, there's -- often, the backing
24 up of the fleet, they get a little pissed off
25 about -- in there about their ability to take it

1 wide, so to speak.

2 TRUSTEE PHILLIPS: Huh?

3 MR. KREILING: But that's -- that's not the
4 point.

5 The other point that I wanted to bring up
6 is you were talking about the quality of the
7 water in Greenport in general. In the bay, the
8 quality of the water is just terrific. But I
9 would like to ask possibly your assistance to
10 establish some oysters for mitigation only in
11 Sterling Harbor. And this is a down the road,
12 long time, long time goal. I mean, at least your
13 advice.

14 MR. OSINSKI: I think you raised that
15 question earlier. You know, there's a lot of
16 programs that do that. You know, it's a good
17 thing. The more oysters that are grown, even if
18 they're not for consumption, because you can't
19 consume oysters in Sterling Harbor.

20 MR. KREILING: No. Actually --

21 MR. OSINSKI: But it's good for fish
22 population. Today I got a black fish like this
23 (demonstrating) in my cage. I was like wow, you
24 know, could I eat that? There's a lot of black
25 fish that live in those cages, a lot, you know,

1 and that's just ones that from the time we pick
2 them off the bottom and put them on the boat,
3 we're talking the boat is full of fish. So there
4 must be hundreds and hundreds swimming out as we
5 lift this.

6 MRS. OSINSKI: It does create habitat.

7 MR. OSINSKI: Yeah, it's excellent.

8 MR. KREILING: Yes.

9 MR. OSINSKI: It's the foundation species.

10 And the more you have oysters, the more fish
11 you're going to have, no question, no question
12 about that. So I agree with your premise. I
13 don't know what -- you know, I'll be glad to work
14 with you.

15 MR. KREILING: No. This is a long time
16 dream on my part.

17 MR. OSINSKI: Sure.

18 MR. KREILING: The other question I had was
19 oysters seed themselves during the summer, during
20 the summer season. I have noticed -- I mean,
21 this is good for the town. I have noticed an
22 increase in wild oysters everywhere because of
23 this. And I kind of want to thank you for it,
24 because you amongst the others, most of the
25 creeks and things like that are getting -- the

1 spawn are coming in and --

2 MR. OSINSKI: That's more -- you're raising
3 a larger question that we would like to explore,
4 because there were methods in Long Island back in
5 the 1800s to capture that, because our -- you
6 know, our biggest expense is buying seed.

7 TRUSTEE PHILLIPS: Is seed.

8 MR. OSINSKI: It's very expensive for the
9 seed. So the net, it does -- and you're right,
10 the oysters spawn naturally. But the big tidal
11 flush that we get here in Greenport, you know,
12 the first three weeks of their lives they're free
13 swimmers and they are flushed out to sea. Were
14 we able to capture that and commercially harvest
15 that, that the old-timers did back in the 1880s,
16 that would be a great thing for us, and we would
17 work with anybody who wanted to assist in that.

18 MR. KREILING: Well, I was thanking you for
19 letting them go, actually. That's it. Thank
20 you.

21 MAYOR HUBBARD: All right. Thank you.
22 Anybody else want to comment on the wetlands
23 permit application?

24 (No Response)

25 MAYOR HUBBARD: All right. The Board have

1 any comments?

2 TRUSTEE MARTILOTTA: No, sir.

3 MAYOR HUBBARD: Okay. Well, seeing as
4 we're in the growing season and all, I did
5 prepare resolutions. Is the Board comfortable if
6 we closed the public hearing and voted on this
7 application this evening? Normally we wait, but
8 we're -- they're in growing season. Is everybody
9 comfortable with that?

10 TRUSTEE MARTILOTTA: Absolutely.

11 MAYOR HUBBARD: Okay. I'll offer a motion
12 to close the public hearing.

13 TRUSTEE ROBERTS: Second

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 Okay. I just have one comment on the
24 recommendation from the CAC. Mike, normally,
25 we're doing -- we've put a cap on the -- not a

1 cap. We try to limit it as a two-year
2 application, because stuff came up and people had
3 permits from 20 years ago --

4 MR. OSINSKI: Right.

5 MAYOR HUBBARD: -- that we didn't know
6 about that were preexisting.

7 MR. OSINSKI: I understand.

8 MAYOR HUBBARD: So if we do this as the
9 term of the permit shall be for two years with a
10 two-year extension, you just come in, file
11 paperwork, no public hearing, no anything else.
12 If it's working for you and you want to go on for
13 the second two years, you come in, just file the
14 paperwork with Village Hall, and then you get a
15 two-year extension. You don't have to redo the
16 public hearings or anything else.

17 MR. OSINSKI: Lovely.

18 MAYOR HUBBARD: We'll just add that in.
19 Okay?

20 MRS. OSINSKI: Is there a fee?

21 MAYOR HUBBARD: Yeah. So I'll make that as
22 part of the --

23 MR. OSINSKI: Is there a \$300 filing fee,
24 350 filing fee?

25 MRS. OSINSKI: Can you waive that?

1 (Laughter)

2 MAYOR HUBBARD: We'll -- nah.

3 MR. OSINSKI: Does a renewal require a \$350
4 filing fee?

5 MAYOR HUBBARD: I mean, when somebody gets
6 an extension on a permit, do we normally charge a
7 fee on that, Paul?

8 MR. PALLAS: Normally, yes.

9 MAYOR HUBBARD: We normally do.

10 TRUSTEE PHILLIPS: Yeah, yeah.

11 MAYOR HUBBARD: Okay.

12 MR. KREILING: You can have oysters.

13 (Laughter)

14 MRS. OSINSKI: Can you waive that,
15 because --

16 TRUSTEE ROBERTS: It's in the code.

17 MAYOR HUBBARD: Okay. Well, I mean, that
18 way we're sticking with the protocol that we put
19 in place a couple of years ago to keep that. So
20 you know, if it's working out well, if you decide
21 after two years you had enough in there and you
22 don't want to renew it, then you don't. If you
23 want to, then you just come back in and file the
24 paperwork.

25 MR. OSINSKI: I mean, we would like -- you

1 know, our feeling is that the two-year limit is
2 for work that's done on the waterfront that
3 actually pollutes the water. In our case, our
4 work cleans the water and provides habitat for
5 fish. So I think that the two-year limit is for
6 work that, you know -- that adversely affects the
7 water quality and the waterfront, whereas there's
8 no question that ours is just the opposite. The
9 more oysters you put in there, and the more that
10 you tend and the more you grow, the cleaner the
11 water will be and the more fish you're going to
12 have in Greenport Harbor. So I would like -- you
13 know, I understand your position about the
14 lingering permits.

15 MRS. OSINSKI: I don't want the fee.

16 MR. OSINSKI: So if we could negotiate that
17 fee, we would be happy.

18 MAYOR HUBBARD: Okay.

19 MRS. OSINSKI: Also, the DEC sort of
20 drove --

21 MR. OSINSKI: Yeah, the DEC --

22 MRS. OSINSKI: The DEC drove the project.
23 And they kept insisting that they're trying to
24 supply it every two years, and they're the ones
25 that said we got to have a brand new permit, not

1 just an extension to the original permit, so --

2 MAYOR HUBBARD: Yeah. No, I mean, I
3 understand that. You know, we had issues came up
4 other place. All of a sudden, said, "I have a
5 permit, it's right here," and it's from, you
6 know, 1992. And I was like, "Well, where did
7 that come from," with no expiration date. So
8 that's why we're trying to be consistent with
9 what we're doing across the Board. So, you
10 know --

11 MR. OSINSKI: But I would think that
12 aquaculture is a little bit different --

13 MAYOR HUBBARD: Yeah. No.

14 MR. OSINSKI: -- than the normal permits
15 that you issue for wetlands.

16 MAYOR HUBBARD: Agreed. When we talked
17 about this originally, I didn't realize it was
18 going to be a four to five year plan, you know,
19 so I found that out today. And I'm like, okay,
20 well, let's get the particulars on it.

21 MR. OSINSKI: Okay.

22 MAYOR HUBBARD: That's why we just, you
23 know, put the option for renewing it for the
24 extra two years.

25 MR. OSINSKI: Okay.

1 MAYOR HUBBARD: And we'll -- we will work
2 that out.

3 MR. OSINSKI: Okay. If we can work it out,
4 thank you.

5 MAYOR HUBBARD: Yup.

6 MR. OSINSKI: I really appreciate the
7 effort.

8 MAYOR HUBBARD: Okay. So I'm going to
9 offer a resolution. This is the SEQRA
10 resolution.

11 Resolution approving the attached
12 resolution, whereby the Board of Trustees adopts
13 Lead Agency status for the purposes of SEQRA,
14 determines that the approval of the wetlands
15 permit application submitted by Mike Osinski for
16 the installation of eight arrays of pilings and
17 cables, each array being made of four --
18 four-inch pilings anchored by two nine-inch
19 pilings at each end to support four cables, with
20 oyster baskets clipped on the lines, is an
21 unlisted action for the purposes of SEQRA, and
22 that a conditional Negative Declaration is hereby
23 adopted for the purpose of SEQRA. So moved.

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBERTS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 Okay. Second resolution, resolution
10 approving the wetlands permit application as
11 submitted by Mike Osinksi to install in Greenport
12 Harbor within approximately 200 feet from the
13 shoreline eight arrays of pilings and cables,
14 each array being made of four-inch pilings,
15 anchored by two nine-inch pilings at each end to
16 support four cables, with oyster baskets clipped
17 on the lines, with the approval conditioned upon
18 appropriate warning markers being installed by
19 the applicant. Two, the removal of equipment and
20 pilings by the applicant in the event that the
21 equipment and the pilings are no longer in use by
22 the applicant. Number three, the permit shall be
23 for two years, with a two-year extension at the
24 end of that without having to go through CAC and
25 public hearing process again. I so move.

1 TRUSTEE ROBINS: Second.

2 TRUSTEE ROBERTS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried. Okay.

12 MR. OSINSKI: Thank you.

13 MAYOR HUBBARD: Good luck.

14 MR. OSINSKI: Thank you.

15 MAYOR HUBBARD: Okay. Next, we have the
16 PSE&G project public comment period. Would
17 anybody like to address the Board on the PSE&G
18 project?

19 T (No Response)

20 MAYOR HUBBARD: Okay. We have no comment
21 on that. We'll go to the public to address the
22 Board on any issue. Anybody wish to address the
23 Board on any topic?

24 MS. ALLEN: Chatty Allen, Third Street.

25 My concern, which I know we've been going

1 round and round for quite some time with the
2 ferry situation. And people don't feel that it's
3 busy yet. Well, the past couple of weeks the
4 ferry line has been out of control again. They
5 have periodically in the mornings have someone
6 stationed at the corner of Third and Wiggins.
7 One morning they literally were making people do
8 U-turns and telling them how to get onto the
9 ferry line.

10 With this new construction, or whatever
11 they're doing at Blue Canoe, there's a
12 construction vehicle that is parked, and the way
13 that the cones are lined up, it's very difficult
14 for vehicles to make a left-hand turn from
15 Wiggins onto Third Street.

16 I didn't have a chance to go down and
17 actually look at the road, but I think where this
18 construction vehicle has been parked, at least
19 all this week and part of last week that I
20 noticed, I don't believe that you're allowed to
21 park there. But I don't notice where it says "No
22 Parking", but if you're on Wiggins Street facing
23 Third, I don't believe that there's parking from
24 like where the corner is heading south.

25 For me, in a large vehicle in the

1 morning's, my kids, they're hysterical, because
2 they know we have to go over the storm drain
3 almost on -- by the sidewalk in order to be able
4 to make that tight turn. This morning, which I
5 had asked, but it was never -- never went
6 anywhere, I asked when the signs went up about
7 the "No Parking" on the south side of Wiggins, to
8 please include between Fifth and Sixth Street.
9 That went nowhere.

10 This morning my bus was stopped, because as
11 I made a right from Sixth onto Wiggins, I went to
12 myself, crap, there's a car parked on both sides
13 of the road, and instead of people doing what
14 they should do and stay behind the parked
15 vehicles -- if I was in my car, I could not have
16 gotten through. So I had to wait until the ferry
17 line decided to move before I could continue with
18 my pickups on my school run.

19 I got to the corner of Wiggins and Fourth
20 and had a very dangerous situation, where, as I'm
21 crossing Fourth, because the ferry line was
22 starting to move, I put my lights on, I had my
23 red lights flashing, my door is open, my stop
24 sign is out. I have students on the corner that
25 need to be picked up. As I see my student coming

1 out of the house on the corner of Fourth and
2 Wiggins, I also see the ferry line starting to
3 move. And I didn't even have time to hit my
4 horn, I just screamed "stop", and she knew enough
5 to get -- not to come anywhere near the road. So
6 this ferry line does get very dangerous, and
7 trying to turn, trying to maneuver.

8 I really wish the ferry company would sit
9 and speak with you and listen to the issues that
10 are there on a daily basis. And the ferry line
11 issues are not just from Memorial Day to October,
12 they're year-round, because there are a couple of
13 times during the week where the ferry line does
14 get like this even in the winter.

15 To me, okay, I've been driving a school bus
16 for over 22 years, I can maneuver out of these
17 situations, but it gets to you after a while when
18 you're dealing with this all the time. And like
19 I said, that's why I asked to also have it, you
20 know, no parking between Fifth and Sixth, because
21 you do get that backup there, and it does become
22 extremely dangerous. Plus, I mean, like I said
23 before, you can't legislate common courtesy and
24 common sense. The cars pull one way into the
25 intersection, they're backed in the other side to

1 the intersection, and sometimes you just sit
2 there and go, "God, please don't let anyone, you
3 know, get hurt," because there's not enough
4 movability.

5 And, also, the fact the ferry company is
6 now putting the cones in a spot which makes any
7 driver -- it cuts their turning ratio. And I'm
8 not sure, like I said, if the spot where these
9 construction vehicles are parking, if it's an
10 actual parking space. I don't believe it is for
11 that reason. So if that could just be looked
12 into and maybe something said to them, that this
13 is causing a danger, especially first thing in
14 the morning when you have larger vehicles, and
15 including a school bus, trying to safely turn at
16 that intersection, and there's nobody there. So
17 I don't know who's allowing them to park, to say,
18 "Hey, you shouldn't be parking there."

19 But, and on a nicer note, kudos to the
20 wetlands permit and helping expedite something.

21 And I do agree, Vennessa is going to be
22 very missed. She was one of my students. Thank
23 you.

24 MAYOR HUBBARD: She was. All right. Thank
25 you. Okay. Anybody else wish to address the

1 Board?

2 MR. SWISKEY: Yeah.

3 MAYOR HUBBARD: Go ahead.

4 MR. SWISKEY: William Swiskey, 184 Fifth
5 Street.

6 I had an incident this morning, and it has
7 something to do with Chatty. Like I said, I'm
8 coming down Wiggins Street to Third and the guy's
9 on the corner, he's directing traffic, and I
10 guess he told this one guy to turn around or back
11 out to the ferry line, the guy's backing halfway
12 up Wiggins Street, and I'm blowing the horn.
13 This guy's coming right at me, like he's not even
14 looking. He wants to back up and get in line,
15 because the line is on Wiggins Street.

16 We have a problem down there. You should
17 send your TCO down there in the morning and write
18 some paper every morning and then they'll get the
19 message, that, hey, you got to -- you know, got
20 to be -- that guy was like -- this guy is really
21 backing up, he's -- you know, he's not even
22 looking, I mean.

23 And plus, what she had to say, you're going
24 to have to -- you're going to have to give up
25 parking spaces to make it work, since we haven't

1 done anything else over the years there. There's
2 a parking space south of the Blue -- I guess it's
3 -- yeah, it would be south of the Blue Canoe, at
4 least two spaces there. They're marked spaces.
5 For her to make that turn with a bus or any big
6 truck, you're going to have to lose those spaces.
7 So somebody should go down there and take a look
8 and really look at the dynamics and what the
9 situation is, because it's going to get worse
10 this summer, not better.

11 Oh, and one more question there,
12 Mr. Prokop. Any progress on the State on our
13 dollar fee?

14 MR. PROKOP: We -- the next -- yes, and the
15 next -- we're moving towards the next step, which
16 will be the Office of the Comptroller has offered
17 to provide us legal support in trying to figure
18 out if a mechanism for a surcharge, if any is
19 available, and we're in the process of doing that
20 now. My suggestion --

21 MR. SWISKEY: Any idea on the timeline on
22 that?

23 MR. PROKOP: I hope to have this next week.

24 MR. SWISKEY: Because I would like to put
25 that bucket on parking for each car. Thank you.

1 MR. SALADINO: John Saladino, Sixth Street.
2 You had the walked-off agenda items, so I
3 don't have ask you about that. Is there going to
4 be an executive session?

5 MAYOR HUBBARD: Not that I know of, no.

6 TRUSTEE PHILLIPS: John you haven't asked
7 those questions in months.

8 (Laughter)

9 MR. SWISKEY: It's old age.

10 MR. SALADINO: You guys have been tricking
11 me lately, you know, so I figured I better
12 reinstitute it.

13 Item #12, the Bay Constable, I think it's
14 great. Thank you for that. I would like to see
15 it full time, but I understand, finances.

16 I wasn't going to mention anything about
17 the ferry. I had heard one of the Trustees, or
18 perhaps the Mayor, or perhaps I read it, or maybe
19 I imagined it, and there was a comment about the
20 dollar fee for the ferry, and it was preceded by
21 there's going to be a lot of confusion, and a lot
22 of traffic, and a lot of action down there, and
23 we should push this issue. I'm not opposed
24 or for one way or the other. Whatever you guys
25 decide, whatever we can get is okay with me. I

1 just -- I just don't -- are we looking -- I don't
2 see how a dollar fee is going to alleviate
3 congestion. It's nice to have the money, I just
4 don't -- I just don't see it solving that
5 particular problem. So is there something you
6 can share with me what the mind set is, or is it
7 just for money?

8 MR. SWISKEY: For money.

9 MR. SALADINO: Because I'm okay. Oh,
10 Billy's voting? Billy's getting to vote on this?

11 (Laughter)

12 MR. SALADINO: I don't have a problem
13 with --

14 MAYOR HUBBARD: Right.

15 MR. SALADINO: -- you getting the money,
16 but we have to -- you know, we have to be honest
17 among ourselves.

18 MAYOR HUBBARD: Right. I think that the
19 theory is -- because Wiggins Street needs to be
20 repaved, there's some improvements that need to
21 be done down there, paving the parking lot and
22 the adjacent areas and all, it would be a revenue
23 stream to the Village to take care of some of the
24 repairs, along with the group that are on Nelson.
25 And the other people are working on trying to do

1 something with the overall concept of the overall
2 parking and the ferry, if you move it, or
3 whatever, would be a source of revenue for the
4 Village to put back into --

5 MR. SALADINO: As long as --

6 MAYOR HUBBARD: -- trying to make some
7 repairs was the general idea, yes.

8 MR. SALADINO: As long as we're honest with
9 why we're doing it and, you know --

10 MAYOR HUBBARD: It's not supposed to be
11 spiteful or vengeful, or anything, I don't
12 believe that's the intention.

13 MR. SALADINO: Well, not even -- not even
14 that, that didn't come into mind.

15 MAYOR HUBBARD: Okay.

16 MR. SALADINO: As long as we're being
17 honest that it's not going to alleviate traffic,
18 it's not going to increase parking --

19 MAYOR HUBBARD: No.

20 MR. SALADINO: -- it's not going to make
21 the traffic flow better, it's not going to do any
22 of those things. So if we're going to be honest
23 with the public and say we're going to use the
24 money to pay for a parking lot, great, you know.

25 And I would rather -- and it's hard for me

1 to hear like, well, this is just a money-making
2 operation, you know. And because we heard it
3 with the TCO, and that was -- in Italian the word
4 is infamia. That was a bad thing when we raised
5 money with the TCO. But this, some people are
6 saying, well, this is just a money-raising
7 operation and some people applauded.

8 So we got to kind of -- we got to kind of
9 be honest with the people exactly why we're -- we
10 have to be honest with the ferry people, the
11 Shelter Island people, the Greenport people, the
12 pizza people, whoever's affected by this. I
13 mean, as long as we admit that it's not going to
14 alleviate traffic, or lessen congestion, or make
15 the end of Third Street better, then --

16 TRUSTEE ROBERTS: I'm not sure I agree, if
17 I may. The -- you saw at our work session when I
18 asked about what grants we were applying for, and
19 we're struggling to get resources to apply for
20 big grants. A lot of communities that have
21 traffic congestion apply for big time grants to
22 do -- Harbor Master -- to do, you know, big
23 planning studies to re-route traffic, to widen
24 roads to -- the improvements that Ron Nelson's
25 group have talked about to route traffic

1 differently, all that costs money, and so I
2 don't -- I think traffic, if -- I'm sorry.
3 Revenue, if spent wisely with a plan -- first of
4 all, you've got to pay to have a plan, and then
5 when you have a plan, spent wisely, can ease
6 congestion and at least make it such that there
7 may be the same number of cars coming here, but
8 they can be organized better. That's my layman's
9 explanation for how money can be used to ease
10 congestion.

11 MR. SALADINO: Okay.

12 TRUSTEE ROBINS: John, I just --

13 MR. SALADINO: As usual, we're going to
14 kind of agree to disagree.

15 TRUSTEE ROBERTS: Sounds good.

16 TRUSTEE ROBINS: I just want to say, I
17 think I'm the only Trustee that I'm not 100% in
18 on this fee for the ferry. You know, I see it as
19 a tax one way or another, and I think it's a tax
20 that's going to certainly affect a lot of our
21 people who use that ferry. I mean, that ferry
22 isn't just to get tourists to Shelter Island or
23 back. I mean, I've used it over the years. A
24 lot of contractors and business people use it.

25 And as far as the amount of cars that are

1 coming into the Village, I mean, can we quantify
2 the number of cars that are driving on our roads
3 going to the ferry versus the amount of cars that
4 are going downtown to go out to eat or do other
5 things, you know?

6 MR. SALADINO: I think you can.

7 TRUSTEE ROBINS: I mean, it kind of like,
8 well, could we just put a toll booth in when
9 people come into town? It almost sounds to me
10 like that's what we're talking about here.

11 MR. SALADINO: Can I ask the Attorney?

12 TRUSTEE ROBINS: So, you know, it's a
13 concept thing. You know, I mean, I'm not saying
14 that we don't have problems. I know the Mayor,
15 who's talked about trying -- and I support Ron
16 Nelson and his group in trying to come up with
17 some kind of a plan, because what I hear is, the
18 most pressing issue is the traffic flow and
19 congestion, and the impact on that neighborhood,
20 you know.

21 MR. SALADINO: Well, if we can --

22 TRUSTEE ROBINS: And so I don't necessarily
23 think this is going to solve that, so.

24 MR. SALADINO: Well, I think if we take
25 Mr. Roberts' premise to the next level, and if

1 the revenue generated from this dollar fee pays
2 to do those kind of improvements, then I think
3 everybody should share in the burden. I mean, if
4 the ferry company is causing an inconvenience to
5 the general population of Greenport, then -- and
6 they profit from doing business here, they should
7 share in the expense. I don't think that's
8 unreasonable for any business in any
9 municipality.

10 I had a problem -- some of you might know
11 I'm on the Zoning Board. I had a problem with
12 the concept. I don't know if any of you know,
13 there's a hotel that perhaps is coming up.

14 (Laughter)

15 MR. SALADINO: But a big -- but a big
16 question, a big lament by the people were that it
17 will -- people going in and out of that driveway
18 will interfere with the ferry traffic. And to me
19 I rejected that notion, because I don't think the
20 growth and development of the Village of
21 Greenport should be predicated on an outside
22 business that caters -- I won't say to a good
23 part of outside customers, so -- and if they do,
24 the Incorporated Village of Greenport, as far as
25 their residents, should come first.

1 So I don't know the big solution by the
2 dollar fee. It will certainly generate lot of
3 money. And if we use it to pave the MTA parking
4 lot, or widen Wiggins Street or -- I can't
5 imagine widening Third Street, or re-route the
6 travel, or pay somebody to decide, then fine, and
7 I think they should partner with us to do that.

8 As far as making the ferry line shorter or
9 easier to get in and out of the hotel's parking
10 lot, I think that's -- I think that's a fantasy.
11 I think that's --

12 TRUSTEE ROBINS: I also don't see the ferry
13 as just a money-making business. I mean, they're
14 not operating just -- I mean, they are providing
15 a vital service.

16 MR. SALADINO: I don't think anybody --

17 TRUSTEE ROBINS: You can't get over there
18 without a ferry.

19 MR. SALADINO: I don't think anybody
20 disputes that.

21 TRUSTEE ROBINS: Yeah.

22 MR. SALADINO: I don't think anybody is
23 disputing that.

24 TRUSTEE ROBINS: So, but it's not really
25 a -- when you say, well, they're just -- you

1 know, they're just, you know, raking in the money
2 and making money.

3 MR. SALADINO: I didn't say that.

4 TRUSTEE ROBINS: But they are providing a
5 vital service, I think.

6 MR. SALADINO: I don't believe I said that.

7 TRUSTEE ROBINS: They're bringing
8 passengers who go back and forth.

9 MR. SALADINO: And I do believe they do
10 provide a service. I just don't think that we
11 should limit our growth and development so they
12 can provide a service at a profit that we could
13 -- we need -- we need development also. Nobody
14 likes vacant lots or -- and our growth and our
15 development and our future shouldn't be
16 predicated on if somebody has to wait on a ferry
17 line an extra 30 seconds.

18 I'm not saying abolish the ferry, I'm not
19 saying anything. I'm saying, you know, if
20 anything, they should be more than willing to
21 work with the Incorporated Village, because when
22 everybody is happy, everybody is happy. I mean,
23 you know, why have one person not happy and the
24 other person happy?

25 The other -- the last thing I would like to

1 say --

2 MAYOR HUBBARD: Okay. Just so I could back
3 up on that. Just to let you know, somebody from
4 the ferry company is on that committee with Don
5 Fisher and Ron Nelson and all, and they are
6 working together. They are on that committee.
7 And they are going to have a financial stake in
8 the repairs and whatever gets done down there,
9 you know.

10 MR. SALADINO: Because the reason I say
11 that, the reason I said it, I don't know about
12 the rest of the people --

13 MAYOR HUBBARD: Yes.

14 MR. SALADINO: -- but the reason I said
15 that was because I read someplace that that
16 wasn't happening. So that must be --

17 MAYOR HUBBARD: Well, they are part of that
18 group.

19 TRUSTEE ROBERTS: I'm not aware of a
20 financial stake, though. That's the first time
21 I'm hearing that. That's good news.

22 TRUSTEE PHILLIPS: I think that --

23 MAYOR HUBBARD: Well, yeah. The overall --
24 when the process gets done, that's just going to
25 be something that's going to be used by them.

1 That's why we're doing the grant money and
2 everything that's being worked on that, and they
3 will have a financial stake in the repairs of
4 what gets done down there, but we're not to that
5 point yet. I'm just saying that that's been the
6 discussion from the beginning of that committee.

7 TRUSTEE ROBERTS: So 50-50?

8 MAYOR HUBBARD: We don't know what it --

9 TRUSTEE PHILLIPS: I don't think that's --

10 MAYOR HUBBARD: We don't know what it's
11 going to actually cost and what we're doing.

12 MR. SALADINO: Can I get out of this -- can
13 I get out of this loop?

14 MAYOR HUBBARD: Yeah.

15 MR. SALADINO: And let you guys talk.

16 (Laughter)

17 MAYOR HUBBARD: Yeah, I know. No, it's --

18 TRUSTEE PHILLIPS: John, I just --

19 TRUSTEE ROBERTS: That was good news.

20 MAYOR HUBBARD: Okay.

21 TRUSTEE PHILLIPS: John, I just wanted to
22 say that what I noticed in listening to all of
23 our conversations, and I did hear the Mayor back
24 in work session mention -- you know, we have
25 talked about the Working Group and the ideas.

1 There was a financial commitment coming, if we
2 were getting grant money from somewhere, the
3 ferry company. But I think what we're missing
4 is, is that everybody is -- it is a -- even
5 though they're housed over on Shelter Island,
6 they are a business in the Village of Greenport.
7 And I think they need to start communicating to
8 us, they themselves as a company, that, you know,
9 "Hey, we're working with you." It shouldn't all
10 just be on our Village Board stating it, it
11 should be from them saying -- coming to a meeting
12 once in a while and saying, "You know, we're
13 trying to work." We're now -- I hope today they
14 heard the issue with the bus situation and the
15 cones, and they'll go back and talk to their
16 staff and say, "Let's see what we can work out."
17 But I think that's -- the communication needs
18 to -- it needs to start between the North Ferry
19 Company and the Village Board.

20 MR. SALADINO: I think that's always smart.
21 I mean, you know, when you only have one person
22 negotiating, it doesn't make for a good business
23 deal.

24 MAYOR HUBBARD: Okay.

25 MR. SALADINO: The last thing I would like

1 to say, this four or five parking spaces there at
2 the terminus, our end, and it's mostly --
3 Stella's like looking at me, so I don't want to
4 say. It's mostly -- it's mostly ferry guys that
5 park there. You know, the way we encourage our
6 business owners not to let the employees park in
7 front of the businesses and leave it open for
8 customers, I think we might make the same
9 suggestion to the guys that work at the ferry.

10 MAYOR HUBBARD: Uh-huh.

11 MR. SALADINO: And this way those six
12 spaces, you know, if they park a little further
13 away. You know, they're on the boat. I don't
14 know of their hours of service. I used to work
15 hours of services, it was 12 hours. I don't know
16 how -- what their tour of duty is, eight hours,
17 you know.

18 MAYOR HUBBARD: Right, okay.

19 MR. SALADINO: So the space is taken up for
20 eight hours, as long as they're on a boat, maybe.

21 And just in regard to what Chatty said, it
22 was -- it was the construction company guy, that
23 it was like a roll-off on who's ever doing the
24 construction there at Blue Canoe. He had a -- he
25 had a container there on the truck I guess for

1 of guys trying to get the work done to get them
2 open within the next couple of weeks. The
3 addition is on, the roof was put on today. So,
4 hopefully, that -- those trucks will be out of
5 there within another couple of days, but that's
6 what it was. And we will definitely discuss with
7 them and parking on the other side of the street
8 or something.

9 MR. SALADINO: And the last thing I have is
10 Item #37. You are going to vote tonight.
11 There's a tenant -- and however you vote, you
12 vote. I've been in favor of that project
13 since --

14 TRUSTEE MARTILOTTA: What was -- what was
15 the number of this?

16 MAYOR HUBBARD: Thirty-seven --

17 MR. SALADINO: To vote on -- 38, to vote on
18 PSE&G.

19 TRUSTEE MARTILOTTA: Oh, okay, gotcha.

20 TRUSTEE PHILLIPS: Oh, okay. Thirty-eight,
21 okay.

22 MR. SALADINO: I've been -- and I don't
23 feel like I'm an interloper. I live on Sixth
24 Street. You know, it's not like I live that far
25 away. There's a tenant in Zoning and it revolves

1 around detriment and benefit, you know, and every
2 decision that comes down revolves around the
3 benefit to somebody, as opposed to the detriment
4 to somebody else. And I think you should just
5 think of that. You know, the benefit to the
6 Village, you have to decide, is the benefit to
7 the entire Village greater than the detriment to
8 the neighbors. And if you think about it, you
9 know, I guess you'll come to the right
10 conclusion. Thank you. Thanks for that.

11 MAYOR HUBBARD: All right. Thank you.

12 MR. OSINSKI: Hi. Can I just say one
13 thing? Mike Osinski. I have not moved since
14 earlier today, so I live at the same address.

15 (Laughter)

16 MR. OSINSKI: The ferry -- the ferry fee is
17 an excellent idea. It's something that should
18 have been done a long time ago. The -- here you
19 got this -- this discord has been going on for
20 almost a year about running electricity to
21 Shelter Island doesn't benefit anybody one iota
22 in this Village, and we're going to tear up the
23 lives of people on Fifth Street just to get some
24 money. Of course we want the money. Let's be
25 perfectly honest, we want that money from the

1 ferry. There's a lot of things that we can do in
2 this Village.

3 And number two, what is it, 400 cars an
4 hour? Where do you think their runoff goes when
5 they're waiting in line and going up and down our
6 streets? That going into our water.

7 We have not yet implemented anything from
8 MS4 anywhere in this Village. Let's get some
9 money where we can clean up our road ends and get
10 it from the cars that are running up and
11 depositing their waste in our streets and going
12 into our bay. Come on, let's clean this up and
13 let's get some money.

14 MAYOR HUBBARD: Okay. Anybody else wish to
15 address the Board?

16 MR. KREILING: I'm still Paul Kreiling.
17 This brings me to your issue, plus Fifth Street
18 issue. I had submitted a while ago a plan -- an
19 idea, not a plan, an idea to use the end of Fifth
20 Street -- this goes along with what they're doing
21 on Fourth Street also -- to create when PSE&G
22 gets finished with their digging and trenching
23 and tearing up.

24 We have a flooding issue at the end of
25 Fifth Street. One of the things that I saw is

1 a -- I mean, I guess you guys have all seen this;
2 is to build, just like they're doing at Fourth
3 Street, a dune right on this -- right where the
4 street is now to the area that it floods to,
5 because it floods there anyway. With that, it
6 would create a natural environment, it would
7 increase the beauty of our park, it would
8 alleviate the flooding from a storm. And, also,
9 with dry wells in there, the runoff from our
10 street would be filtered before it goes into the
11 bay proper, which is being used for aquaculture
12 enjoyment and everything else. I would like to
13 see if we could use part of their dredge spoils
14 to use as fill to build around there.

15 Now there might be some issue with the
16 clay. There is more scientific minds than I that
17 have to be addressed about that, but it would
18 eliminate some of the trucking. It would -- it
19 just should be looked into, because there's a
20 number of solutions here that are possible for
21 both PSE&G, for us. It's just a bigger -- and it
22 will take care of the drainage on Fifth Street.
23 Sixth Street is another issue, it's much lower,
24 another story, but that would help.

25 And, also, again, I've stressed this since

1 the beginning, from my campaign, etcetera,
2 etcetera, all this runoff going into the -- going
3 into our bay. I mean, we have that sump that the
4 State put in right there at the end of Third
5 Street. I don't know whether we are directing
6 our runoff from Wiggins Street into that or not,
7 but that's a wonderful thing. With the plants
8 that they have growing in there now, I think that
9 we are addressing it in a small way, but we have
10 to do it in a Village-wide way. Thank you.

11 MAYOR HUBBARD: All right. Thank you.
12 Okay. Anybody else wish to address the Board?

13 T (No Response)

14 MAYOR HUBBARD: All right. At this time,
15 we'll move into the regular agenda.

16 RESOLUTION #04-2017-1, RESOLUTION adopting
17 the April 2017 agenda as printed. So moved.

18 TRUSTEE MARTILOTTA: Second

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried. Trustee
3 Roberts.

4 TRUSTEE ROBERTS: RESOLUTION #04-2017-2,
5 RESOLUTION accepting the monthly reports of the
6 Greenport Fire Department, Village Administrator,
7 Village Treasurer, Village Clerk, Village
8 Attorney, Mayor and Board of Trustees. So moved.

9 TRUSTEE ROBINS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBINS: RESOLUTION #04-2017-3,
20 RESOLUTION ratifying the following resolutions
21 previously approved by the Board of Trustees at
22 the Trustees' work session meeting held on
23 April 20th, 2017:

24 RESOLUTION authorizing the attendance of
25 Village Administrator Pallas at the NYAPP

1 Lobbying Day event in Albany, New York on April
2 25th, 2017 and April 26th, 2017, with the lodging
3 cost not to exceed \$200, and with all applicable
4 travel expenses to be reimbursed per the existing
5 Village of Greenport Travel Policy, to be
6 expensed from account E.0784.000 (Regulatory
7 Commission Expense). So moved.

8 TRUSTEE MARTILOTTA: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE MARTILOTTA: RESOLUTION #04-2017-4,
19 RESOLUTION rehiring Gus Klavas and Brian Doherty
20 as part-time, seasonal Park Attendants at a pay
21 rate of \$11.00 per hour, effective May 15, 2017.
22 So moved.

23 TRUSTEE PHILLIPS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE PHILLIPS: RESOLUTION #04-2017-5,
9 RESOLUTION rehiring Walker Sutton, Remi
10 Droskoski, Sean Cary, Brian Ricker, Sophie
11 Jacobs, Kyle Strovink, and John Kinsey as
12 part-time, seasonal Park Attendants at a pay rate
13 of \$10.00 per hour, effective May 15th, 2017. So
14 moved

15 TRUSTEE ROBERTS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE ROBERTS: RESOLUTION #04-2017-6,

1 RESOLUTION ratifying the rehiring of Erika
2 Martinez as a part-time, seasonal Camp
3 Counselor/Carousel Employee at a pay rate of
4 \$10.00 per hour, effective April 8th, 2017. So
5 moved.

6 TRUSTEE ROBINS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE ROBINS: RESOLUTION #04-2017-7,
17 RESOLUTION rehiring Madison Hilton as a seasonal
18 Life Guard at a pay rate of \$15.00 per hour,
19 effective June 1st, 2017. So moved.

20 TRUSTEE MARTILOTTA: Second.

21 MAYOR HUBBARD: All in favor?

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBERTS: Aye.

25 TRUSTEE ROBINS: Aye.

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 TRUSTEE MARTILOTTA: RESOLUTION #04-2017-8,
6 RESOLUTION rehiring Anthony DeVito, Brendan
7 Flinter, Brennan Strovink, and Jasmine Luke as
8 part-time, seasonal Camp Counselors/Park
9 Attendants at a pay rate of \$10.00 per hour,
10 effective May 15th, 2017. So moved.

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: RESOLUTION #04-2017-9,
22 RESOLUTION hiring Joshua Sidor as a part-time,
23 seasonal Park Attendant at a pay rate of \$10.00
24 per hour, effective May 15th, 2017.

25 TRUSTEE ROBERTS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBERTS: RESOLUTION #04-2017-10,
11 RESOLUTION ratifying the hiring of Cindy Louis as
12 a seasonal, part-time employee at the Village of
13 Greenport Mitchell Park Marina Office at a pay
14 rate of \$11.00 per hour, effective April 20th,
15 2017. So moved.

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: RESOLUTION #04-2017-11,
2 RESOLUTION hiring Joe Zabarra and Dylan Zabarra
3 as part-time, seasonal Park Attendants at a pay
4 rate of \$11.00 per hour, effective May 15th,
5 2017. So moved.

6 TRUSTEE MARTILOTTA: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE MARTILOTTA: RESOLUTION
17 #04-2017-12, RESOLUTION hiring Peter W. Harris as
18 the seasonal, part-time Bay Constable at an
19 hourly pay rate of \$20.00; effective April 27th,
20 2017. So moved.

21 TRUSTEE PHILLIPS: Second.

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE MARTILOTTA: Aye.

24 TRUSTEE PHILLIPS: Aye.

25 TRUSTEE ROBERTS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE PHILLIPS: RESOLUTION #04-2017-13,
7 RESOLUTION approving the attendance of Trustee
8 Julia Robins at the NYAPP Annual Conference in
9 Schenectady, New York from May 2nd, 2017, through
10 May 4th, 2017, at a conference cost of \$340.00,
11 inclusive of meals, and a room rate of \$169.00
12 per night. Conference fees, lodging costs and
13 all applicable travel costs are to be expensed
14 from account E.0781.100 (Executive Dept.). So
15 moved.

16 TRUSTEE ROBERTS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBERTS: RESOLUTION #04-2017-14,
2 RESOLUTION declaring as surplus, and no longer
3 needed for municipal purposes, the vehicles per
4 the attached list. So moved.

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: RESOLUTION #04-2017-15,
16 RESOLUTION accepting the proposal as submitted by
17 H2M, dated January 6, 2017 to prepare the Annual
18 Water Supply Statement/Consumer Confidence
19 Report, and the corresponding supplemental data
20 package; and to submit the Annual Supply
21 Statement and Supplemental Data Package to the
22 Suffolk County Department of Health Services, at
23 a cost of \$2,000.00; to be expensed from account
24 F.8310.413 (Special Services). So moved.

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: RESOLUTION

11 #04-2017-16, RESOLUTION authorizing Treasurer
12 Brandt to perform attached Budget Transfer #3663,
13 to fund repairs including for the nitrate
14 recirculating pump and control panel at the
15 McCann Campground, and directing that Budget
16 Transfer #3663 be included as part of the formal
17 meeting minutes for the April 27th, 2017 regular
18 meeting of the Board of Trustees. So moved.

19 TRUSTEE PHILLIPS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE PHILLIPS: RESOLUTION #04-2017-17,
5 RESOLUTION authorizing Treasurer Brandt to
6 perform attached Budget Amendment #3665, to fund
7 the installation of the oil and water separator,
8 and directing that Budget Amendment #3665 be
9 included as part of the formal meeting minutes
10 for the April 27th, 2017 regular meeting of the
11 Board of Trustees. So moved.

12 TRUSTEE ROBERTS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBERTS: RESOLUTION #04-2017-18,
23 RESOLUTION authorizing Treasurer Brandt to
24 perform attached Budget Transfer #3666, to fund
25 repairs to the Mitchell Park Marina bulkhead, and

1 directing that Budget Transfer #3666 be included
2 as part of the formal meeting minutes for the
3 April 27th, 2017 regular meeting of the Board of
4 Trustees. So moved.

5 TRUSTEE ROBINS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE ROBINS: RESOLUTION #04-2017-19,
16 RESOLUTION authorizing Treasurer Brandt to
17 perform attached Budget Transfer #3667, to fund
18 carousel and ice rink repairs, and directing that
19 Budget Transfer #3667 be included as part of the
20 formal meeting minutes for the April 27th, 2017
21 regular meeting of the Board of Trustees. So
22 moved.

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: RESOLUTION

9 #04-2017-20, RESOLUTION adopting the Fiscal Year
10 2017/2018 Tentative Budget as proposed. So
11 moved.

12 TRUSTEE PHILLIPS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE PHILLIPS: RESOLUTION #04-2017-21,

23 RESOLUTION establishing a Capital Reserve Fund

24 for the funding of Village wide capital

25 improvements, and authorizing Treasurer Brandt to

1 invest such funds in accordance with the Village
2 of Greenport Investment Policy. Any interest
3 earned shall accrue to and become part of the
4 Reserve Fund. The Treasurer shall record all
5 activity in account A.0230.200 of the Village
6 general ledger. No expenditure shall be made
7 from this Reserve Fund without the expressed
8 approval of the Board of Trustees. So moved.

9 TRUSTEE ROBERTS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBERTS: RESOLUTION #04-2017-22,
20 RESOLUTION authorizing the attendance of Linda
21 Topalian at the New York State Retirement System
22 Employer Education Seminar on May 23rd, 2017,
23 with all applicable travel expenses to be
24 reimbursed accordingly, and noting that there is
25 no fee for this seminar. So moved.

1 TRUSTEE ROBINS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE ROBINS: RESOLUTION #04-2017-23,
12 RESOLUTION authorizing the issuance of a check
13 made payable to Paul Pallas as Village
14 Administrator, in the amount of \$1,112.50 to be
15 used to set up the required cash drawers/banks
16 for the operation of the Village of Greenport
17 Marina. So moved.

18 TRUSTEE MARTILOTTA: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE MARTILOTTA: RESOLUTION

4 #04-2017-24, RESOLUTION approving the Standard
5 Work Day and Reporting Resolution Form #RS
6 2417-A, and Form #RS 2419 as attached, and
7 directing Clerk Pirillo to post the Standard Work
8 Day and Reporting Resolution on the official
9 Village of Greenport website for a minimum of
10 thirty (30) days. So moved.

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: RESOLUTION #04-2017-25,
22 RESOLUTION adopting the attached SEQRA resolution
23 regarding the proposed Local Law of 2017 amending
24 Chapter 132 of the Village of Greenport Code
25 (Vehicles and Traffic); adopting lead agency

1 status, determining the adoption of the Local Law
2 amending Chapter 132 to be an unlisted action,
3 determining that the adoption of the local law
4 will not have a significant impact on one or more
5 aspects of the environment and adopting a
6 negative declaration for purposes of SEQRA. So
7 moved.

8 TRUSTEE ROBERTS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBERTS: RESOLUTION #04-2017-26,
19 RESOLUTION adopting Local Law #__of 2017,
20 amending Village of Greenport Code Chapter 132
21 (Vehicles and Traffic), Section 43, Schedule V:
22 (Stop Intersections). So moved.

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: RESOLUTION #04-2017-27,
9 RESOLUTION approving the Public Assembly Permit
10 Application submitted by True Light Church for
11 the use of the Polo Grounds at Moore's Lane from
12 June 1st, 2017 through June 3rd, 2017 for a "Hope
13 Day" event. So moved.

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: RESOLUTION
25 #04-2017-28, RESOLUTION approving the Public

1 Assembly Permit Application submitted by the
2 Relief Hose and Phenix Hook and Ladder Companies
3 of the Greenport Fire Department for the use of
4 the Polo Grounds at Moores Lane from 6:00 p.m.
5 through midnight from July 4th, 2017 through July
6 8th, 2017 for the annual Carnival fundraiser. So
7 moved.

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: RESOLUTION #04-2017-29,
19 RESOLUTION approving the Public Assembly Permit
20 Application submitted by Denise Gillies for the
21 use of a portion of Mitchell Park from 9:00 a.m.
22 through 10:00 a.m. on Saturday mornings from
23 June 3rd, 2017 through October 28th, 2017 for
24 free outdoor Tai Chi instruction. So moved.

25 TRUSTEE ROBERTS: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBERTS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE ROBERTS: RESOLUTION #04-2017-30,
11 RESOLUTION scheduling a public hearing for
12 May 25th, 2017 at 7 p.m. at the Third Street
13 Firehouse, Third and South Streets, Greenport,
14 New York, 11944, for the Wetlands Permit
15 Application submitted by John V. Halsey on behalf
16 of Peconic Land Trust, Inc. to perform shoreline
17 restoration activities at the Widow's Hole
18 Preserve, with such restoration including
19 approximately .4 acres of shoreline and adjacent
20 upland; and directing Clerk Pirillo to notice the
21 public hearing accordingly. So moved.

22 TRUSTEE ROBINS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE ROBINS: RESOLUTION #04-2017-31,
8 RESOLUTION authorizing the attendance of the
9 Mayor, and any interested: Trustee, Village staff
10 member, Planning Board and Zoning Board member at
11 the SCVOA Municipal Training class from 5:30 p.m.
12 through 9:30 p.m. on May 10th, 2017 in
13 Holtsville, New York at a cost of \$65 per person,
14 plus applicable mileage reimbursement costs, to
15 be expensed from the corresponding account
16 number. So moved.

17 TRUSTEE MARTILOTTA: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE MARTILOTTA: RESOLUTION

3 #04-2017-32, RESOLUTION re-appointing Victor
4 Brown of the -- I'm sorry -- to the Village of
5 Greenport Carouse1 Committee. So moved.

6 TRUSTEE PHILLIPS: Second.

7 MAYOR HUBBARD: All in favor?

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBERTS: Aye.

11 TRUSTEE ROBINS: Aye.

12 MAYOR HUBBARD: Aye.

13 Opposed?

14 (No Response)

15 MAYOR HUBBARD: Motion carried.

16 TRUSTEE PHILLIPS: RESOLUTION #04-2017-33,
17 RESOLUTION accepting the resignation of John
18 Fudjinski from the Village of Greenport Road
19 Department effective May 5th, 2017; and directing
20 Clerk Pirillo to notice an open employment
21 position in the Village of Greenport Road
22 Department accordingly. So moved.

23 TRUSTEE ROBERTS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBERTS: RESOLUTION #04-2017-34,
9 RESOLUTION approving the request by Eastern Long
10 Island Hospital to close Main Street from Bay
11 Avenue to the southern terminus at Claudio's
12 Circle, and to close Front Street from Main
13 Street west to First Street, on June 3rd, 2017
14 from 9:00 a.m. through 11:30 a.m. for the Sixth
15 Annual North Fork Water Race. So moved.

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBERTS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: RESOLUTION #04-2017-35,
2 RESOLUTION setting the date and time of the
3 Annual Skate Park Festival to be July 23rd, 2017
4 from 12:00 noon through 5:00 p.m.; at the Village
5 of Greenport Skate Park on Moores Lane. So
6 moved.

7 TRUSTEE MARTILOTTA: Second.

8 MAYOR HUBBARD: All in favor?

9 TRUSTEE MARTILOTTA: Aye.

10 TRUSTEE PHILLIPS: Aye.

11 TRUSTEE ROBERTS: Aye.

12 TRUSTEE ROBINS: Aye.

13 MAYOR HUBBARD: Aye.

14 Opposed?

15 (No Response)

16 MAYOR HUBBARD: Motion carried.

17 TRUSTEE MARTILOTTA: RESOLUTION
18 #04-2017-36, RESOLUTION approving the attached
19 contract between the Village of Greenport and
20 Island Pump & Tank Corp., for the amount of
21 \$89,649.50 for the installation of a new
22 oil/water separator at the Village of Greenport
23 Power Plant, and authorizing Mayor Hubbard to
24 sign the contract between the Village of
25 Greenport and Island Pump & Tank Corp. So moved.

1 TRUSTEE PHILLIPS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: RESOLUTION #04-2017-37,
12 RESOLUTION approving the attached letter to the
13 Suffolk County Legislature regarding a North
14 fee -- North Ferry fee surcharge, and authorizing
15 Mayor Hubbard to sign the attached letter. So
16 moved.

17 TRUSTEE ROBERTS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: I'm going to vote against
23 that.

24 MAYOR HUBBARD: Opposed?

25 TRUSTEE ROBINS: I'm opposed.

1 MAYOR HUBBARD: Okay. So it passes 4 to 1.
2 Motion approved.

3 TRUSTEE ROBERTS: RESOLUTION #04-2017-38,
4 RESOLUTION approving the Temporary Construction
5 Access License Agreement dated April 20th, 2017,
6 and Utility Easement Agreement dated April 21st,
7 2017 with LIPA and PSEG, and authorizing Mayor
8 George W. Hubbard, Jr. to execute the two
9 agreements on behalf of the Village of Greenport,
10 and further resolving that pursuant to those
11 Agreements, the environmental review for the
12 Agreements and Project will be done by LIPA as
13 Lead Agency, with the Village of Greenport
14 continuing as an involved agency. So moved.

15 TRUSTEE ROBINS: Second.

16 MAYOR HUBBARD: Okay. I'm going to ask the
17 Clerk to call the roll on this one, please.

18 (Roll Call Vote by Village Clerk)

19 TRUSTEE ROBERTS: Yes.

20 TRUSTEE ROBINS: Yes.

21 TRUSTEE MARTILOTTA: Yes.

22 TRUSTEE PHILLIPS: Yes.

23 MAYOR HUBBARD: Yes.

24 CLERK PIRILLO: Thank you.

25 MAYOR HUBBARD: Motion carried 5-0.

1 TRUSTEE MARTILOTTA: RESOLUTION

2 #04-2017-39, RESOLUTION approving the creation of
3 a segregated reserve bank account for the Access
4 Fee for the Temporary Construction Access License
5 Agreement in the amount of \$1,320,330.33 as
6 provided in that Agreement and in accordance with
7 the attached resolution. So moved.

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: RESOLUTION #04-2017-40,
19 RESOLUTION approving all checks per the Voucher
20 Summary Report dated April 21st, 2017, in the
21 total amount of \$610,591.54 consisting of:

22 o All regular checks in the amount of
23 \$489,243.77, and

24 o All prepaid checks (including wire
25 transfers) In the amount of \$121,347.77. So

1 moved.

2 TRUSTEE ROBERTS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

12 Okay. I'll offer a motion to adjourn at

13 8:36.

14 TRUSTEE PHILLIPS: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried. Thank you

24 all for coming.

25 (The meeting was adjourned at 8:36 p.m.)

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Surplus Vehicles

Year	Description	Make	Model
2005	Pick-up 2x4	Ford	F-150
2004	Pick-up 2x4	Ford	Ranger
2001	Pick-up 4x4	Dodge	Ram 3500
1996	Pick-up 2x4	Ford	F-350
1994	Pick-up 4x4	Dodge	Ram 2500
1984	Payloader	Komatsu	W-60

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2017 Period: 4 Trans Type: B2 - Amend Status: Batch
Trans No: 3665 Trans Date: 04/12/2017 User Ref: ROBERT
Requested: P. PALLAS Approved: Created by: ROBERT 04/12/2017
Description: TO APPROPRIATE RESERVES TO FUND THE INSTALLATION OF THE OIL/WATER SEPARATOR AT THE LIGHT PLANT
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
E.5090	APPROPRIATED FUND BALANCE	90,000.00
E.0352.205	TRANSM SUBSTATION EQUIPMENT.	90,000.00
Total Amount:		180,000.00



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

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A

(Rev. 8/15)

BE IT RESOLVED, that the Village Of Gettysport (Name of Employer) 14012 (Location Code) hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
MAYOR	6 hrs	GEORGE HUBBARD SR	9991	42312603	<input type="checkbox"/>	04/01/15 - 03/31/19	19.65	<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
Appointed Officials								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

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

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

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

- Employer's website at _____
- Official sign board at _____
- Main entrance secretary or clerk's office at _____

 (seal)



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

Recertification of the Record of Activities

RS 2419
 (Rev. 9/12)

I, George W. Hubbard, Jr., certify that I completed a 3-month record of activities for the term that began 4/1/15 for my position as Mayor - Village of Greenport.

I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on 4/1/15 and ends on 3/31/19.

George W. Hubbard, Jr.
 Signature of Member

4/24/17
 Date

NYSLRS Registration Number: 42312603

Employer Location Code: 40112

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

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

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

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

WHEREAS the Village of Greenport intends to add a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the addition of a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); with regard to SEQRA, and completed a short-form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the addition of a stop sign at the following locations: Madison Avenue at Fifth Avenue (heading east), West Street at Fifth Avenue (heading west), and at Fifth Avenue at South Street in both directions (heading north and heading south); within the Village of Greenport and it is further

RESOLVED that the Board of Trustees hereby determines that the approval of the designated stop signs of the Village of Greenport Code within the Village of Greenport is an Unlisted Action for purposes of SEQRA; it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval of the designated stop signs within the Village of Greenport:

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: April 21, 2017

March 15, 2017

LOCAL LAW NO. OF THE YEAR 2017
AMENDING SECTION 132-43 OF THE GREENPORT VILLAGE CODE
SCHEDULE V STOP INTERSECTIONS

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

2.1 Amendment to Section 132-43 Schedule v Stop Intersections

3.0 Severability

1.1 Title.

This Local Law shall be entitled "Local Law of 2017 Amending Section 132-43 Schedule V Stop Intersections of the Greenport Village Code to add stop intersections as indicated in the local law.

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State of New York, the Incorporated Village of Greenport, County of Suffolk and State of New York, hereby enacts by this Local Law of 2016, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is for public health and safety in the Village of Greenport.

2.0 General Provisions.

2.1 Section 132-43 of the Greenport Village Code, Schedule V Stop Intersections is hereby amended to add the following stop intersection as indicated:

Stop Sign on	Direction of Travel	At Intersection of
Madison Avenue	East	Fifth Avenue
West Street	West	Fifth Avenue
Fifth Avenue	North and South	South Street

3.0 Severability

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

AGREEMENT

Agreement made this day of April, 2017 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the "Village"), and Island Pump & Tank Corp., a New York corporation with an office address of 40 Doyle Court, East Northport, New York 11731, ("Contractor") regarding the Installation of Oil and Water Separator and Related Systems, 2017 (the "Contract").

1. EMPLOYMENT OF ISLAND PUMP & TANK CORP.

The Village retains and employs Contractor to perform services under the Contract as detailed in the Contractor proposal to the Village of Greenport dated March 9, 2017 and revised on April 14, 2017 (the "Proposal"), a copy of which is annexed hereto and made part of this Contract, and subject to the terms, conditions and stipulations as hereinafter stated and as stated in the Proposal and which together with this Contract are referred to herein as the Contract Documents. Contractor represents that Contractor is employed by Suffolk County under Contract Number MFOCT-122016, and that the prices herein are the same as those provided under that County Contract.

2. PROJECT DESCRIPTION

The Project shall involve the provision of installation of and oil and water separator and related systems.

3. SCOPE OF SERVICES

A. The Services, ("Contract Work"), shall consist of services as detailed in the Contract Documents. Task or Change orders or additional work authorizations may only be added, by amendment by mutually agreed change orders agreed to by the Village and Contractor and signed by all parties in advance. The scope of services for the additional task orders or additional work authorizations shall be detailed in the Proposal.

B. Contractor shall perform the Services specified in the Contract Documents.in accordance with workman like standards and generally accepted practice.

4. COMPENSATION

A Contractor represents that Contractor is employed by Suffolk County under Contract Number MFOCT-122016, and that the prices herein are the same as those provided under that County Contract.

B. The Compensation to be paid by the Village to Contractor for the performance of the Services shall be the compensation as detailed in the Proposal of eighty-nine thousand six hundred and forty-nine dollars and fifty cents (\$89,649.50), payable on the completion of the Contract Work and presentation of the required documentation,.

5. **PERIOD OF SERVICE**

Contractor shall perform the Services in accordance with the Contract Documents. The Period of Service shall commence upon the date of the mailing of the Notice to Proceed to Contractor, and continue on a diligent basis until completed or as provided in the Contract Documents. Contractor shall commence providing Services under this Agreement and the Proposal not later than five days after the mailing of a Notice to Proceed by the Village of Greenport. Except for the obligations of Contractor which pursuant to the Contract Documents shall continue after the completion of the Services, the Period of Service shall end on the later of the termination of this Agreement or the final payment by the Village to Contractor for the completion of the Contract Work.

6. **PAYMENT**

Contractor shall submit on Contractor's standard form, statements for services performed in accordance with the schedule contained in the Contract Documents. All invoices for reimbursable costs shall be taken from books of account kept by Contractor and Contractor shall maintain copies of payroll distribution, receipted bills, and other documents for Village's review. All requests for payments shall include a certified sworn to payroll on the form provided by the New York State Department of Labor, certifying that all wages were paid at the prevailing wage for the service provided by that employee. There shall be no progress payment unless specified in the Contract Documents and the Village has certified the progress or the work represented.

7. **DATA TO BE FURNISHED BY VILLAGE**

The Village shall provide Contractor with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Services.

8. **INDEPENDENT CONTRACTOR**

Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Contract Work under this Contract, and that all such personnel shall be employees of Contractor only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of Village by reason of this Agreement or their work or involvement in providing the Contract Work, to any agency or department, in any forum or review of the Contract Work or otherwise.

9. **INSURANCE**

Contractor shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

Workers' Compensation Insurance
Bodily injury each occurrence \$ 250,000 Aggregate \$ 500,000
Liability property each occurrence \$ 1,000,000 Aggregate \$ 1,000,000
Automobile Liability and General Liability Insurance
each occurrence \$1,000,000 aggregate \$2,000,000
Professional Liability Insurance each occurrence \$ 1,000,000
Aggregate \$1,000,000

to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport and the Greenport Village Electric Utility as additional insured. Contractor shall provide evidence of such coverage to Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. **INDEMNITY AND LIMITATION**

Contractor shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of Contractor, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

11. **CHANGES AND EXTRA SERVICES**

A. The Village may make changes within the general scope of this Contract. If Contractor is of the opinion that any proposed change represents a material modification to the scope of services contemplated to be provided under the terms of this Agreement, Contractor shall so notify Village. Any mutually agreeable change will be reflected in a change order signed by both parties which will modify this Agreement accordingly. Contractor may initiate such notification upon identifying a condition which may change the Services agreed to under this Agreement.

B. Any notification by Contractor must be provided within thirty (30) days from the date of receipt by Contractor of Village's written notification of a proposed change.

C. The Village may request Contractor to perform extra services not covered

by the Contract Documents, and Contractor shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable change order signed by all parties.

12. **TIME FOR PERFORMANCE; DELAYS**

Contractor shall commence the performance of the Services to be provided under the Agreement and the Proposal within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Contractor shall expeditiously pursue the completion of the Services after that. The Village may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of the services by Contractor is delayed at any time during the contract period by causes that are beyond the reasonable control of Contractor, and without the fault or negligence of Contractor, the time for the performance of the Services shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed change order only.

13. **TERMINATION**

A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Contractor, to perform in accordance with the terms of this Contract through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Contractor shall discontinue the Services unless otherwise directed and upon final payment from the Village deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Island Pump & Tank Corp. in the performance of the Contract Work under this Contract, whether completed or in process.

14. **OWNERSHIP OF DOCUMENTS**

The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of Contractor. Contractor's consent shall stipulate what, if any, additional compensation shall be paid to Contractor for such reuse of documents by the Village. In no event shall the receipt of such additional compensation operate as a waiver of the Village's rights under paragraph 10. of this Contract.

15. **SUCCESSORS AND ASSIGNS**

A. Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any of the or any interest in this Contract without the prior written approval of Village.

B. This Contract shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. **RELEASE OF LIEN**

Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. **COMPLETION, FINAL APPROVAL**

Prior to approval of final payment, Contractor shall promptly, without costs to the Village, complete or correct any portions of the project work requested by the Village as specified in the Contract Document.

18. **COMPLIANCE WITH NEW YORK STATE LABOR LAW**

The Contract Work is subject to the New York State Labor Law requirements for payment of prevailing wage. The project shall be registered with the New York State Department of Labor prior to the commencement of work. Contractor shall conform with all requirements of the New York State Labor Law with regarding to prevailing wage and other requirements and Contractor shall pay all employees providing services with respect to the Contract Work.

19. **NONDISCRIMINATION; EQUAL OPPORTUNITY
EMPLOYMENT**

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. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Contractor, its successors or permitted assigns.

21. **NOTIFICATION**

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

TO CONTRACTOR: Island Pump & Tank Corp.,
40 Doyle Court
East Northport, New York 11731

22. **DISPUTES; APPLICABLE LAW**

A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Contract shall be governed by and construed in accordance with the laws of the State of New York.

23. **EXTENT OF CONTRACT**

This Contract and the Contract Documents represent the entire Contract between Village and supersedes and replaces all terms and conditions of any prior Contracts, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no Contracts or understandings between the Village and Contractor which are not reflected in this Contract and the Proposal. This terms of this Contract may only be amended by a mutually agreed document signed by both parties.

24. **CONTRACT DOCUMENTS**

Contract Documents as referred to this this Contract shall mean the Proposal, this Contract, the Request for proposals, plans and specifications provided to Contractor by the Village, and any other documents associated with the request for bids or proposals

which shall be referred to as the Contract Documents and the terms and conditions of which shall be binding herein.

25. **CONTRACTOR'S GUARANTY**

The Contractor guaranties all work and materials against defective workmanship or materials for a period of two years from the date of the acceptance of the Contract Work by the Village and the final payment to Contractor.

In Witness Whereof, this Contract has been executed by the Village and Island Pump & Tank Corp., effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: _____

ISLAND PUMP & TANK CORP.

BY: _____

ACKNOWLEDGMENT OF ISLAND PUMP & TANK CORP.

STATE OF _____)
)ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn did depose and say that he resides at _____ that he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL) _____
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK
COUNTY OF SUFFOLK

On this ____ day of _____, 20__, before me personally came _____ to me known to be the _____ the persona described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as for purposes therein mentioned.

(SEAL) _____
Notary Public



LI Office
40 Doyle Court
East Northport, NY 11731-6405
(631) 462-2226
FAX (631) 462-6434
www.islandpumpandtank.com

NY City Office
1381 Utica Avenue
Brooklyn, NY 11203
(718) 526-6525

PROPOSAL

March 9, 2017

Revised April 14, 2017

Greenport Municipal Power Plant
400 Moores Lane
Greenport, NY 11944
Attn: Mr. Doug Jacobs

Re: Estimate # 17-1034-REV1
Subj: Install Oil Water Separator
and Related Systems

Island Pump & Tank Corporation (IPT) is pleased to submit this estimate proposal for your review. Our intended work scope includes the following:

Provide fueling system repair work in accordance with the current Suffolk County Department of Public Works 2016-2018 Annual Requirements Contract for Removal/Installation of Motor Fuel/Oil/Chemical Tank Systems (Contract # MFOCT-122016). The intended work scope includes the following:

Demolition & Removals

- Confirm all electric serving the existing submersible pumps at tank nos. 32 and 33 (sumps) is turned "off".
- Disconnect and drain all existing drainage & discharge piping connected to the submersible pumps, the containment sumps 32 & 33, and the (2) oily-water holding tank nos. 34 & 35.
- Remove and properly dispose all piping connected to the submersible pumps and the (4) tank locations.
- Provide vacuum truck services to dead-line and remove all non-hazardous oily-water (liquids) remaining in tank nos. 32 & 33 (sumps) and tank nos. 34 & 35 (600 gallon ASTs). As the exact quantity of the liquids cannot be determined at the time of this proposal, all disposal will be additional, based on the unit prices listed below.
- Remove the (2) 600 gallon ASTs from the building. Access and properly clean the tanks, including placing all tank sludge and oily debris into 55-gallon drums. Remove and properly dispose of the tanks.
- Provide access to each tank nos. 32 & 33 (sumps), including cutting the tops open to the desired finish dimensions. Power-wash and clean with degreaser the interior walls and floors of these (2) concrete sumps. Include placing all sludge and oily debris into 55-gallon drums.
- As the exact quantity of the drums cannot be determined at the time of this proposal, all drum disposal will be additional, based on the unit prices listed below.

New Work at Tank Nos. 32 & 33 (sumps)

- Scrub the interior of each of the (2) existing concrete sumps with soapy water. Then rinse and dry.

- Inspect the interior of each of the (2) sumps. Infill any visible cracks or joints with Sika Flex 1A sealant.
- Coat the interior floors and walls of each of the (2) sumps with Benjamin Moore “Superspec Polyamide Epoxy”. (Corotech High Performance) Apply (3) coats as per the design drawings and the manufacturer’s installation instructions.
- Furnish and install a new floor grating and grating supports at the new openings above each of the (2) concrete sumps.
- Install new “Omntec” electronic level floats at each sump. (All Omntec equipment shall be supplied by the client).
- Install (2) new submersible pumps, (1) at each sump. (All pumps, controls, and accessories shall be supplied by the client.)
- Furnish and install new 1” diameter sch. 40 PVC discharge piping, from each new submersible pump to the new oil-water-separator system. Include all required pipe, fittings, valves, and connections as per the design drawings. Include all required pipe mounting hardware.

New Oil Water Separator Installation

- Set in place and anchor (1) 300 gallon aboveground rectangular oil-water-separator, as manufactured by Highland. The new oil-water-separator will be set on a concrete pad furnished and installed by others.
- Install (only) the following customer supplied equipment:
 - Oil-water-separator system complete
 - tank labels
 - touch up paint
 - Omntec LU2 tank system control panel(s), Omntec CEL1471 pump system control panel(s), all floats, all level sensors, all relays, and all cabling.
 - All influent and effluent pumps and controls
- Furnish and install all required electrical conduits and wiring (power and signal) for the new pumps and the new Omntec control systems. Re-use existing power conduits and wiring where available. All new power feeds (if required) shall be pulled from existing distribution panels.
- Furnish and install all final discharge piping connections (influent and effluent). Effluent connection will tie into the existing piping at the exterior building wall.
- Remove and dispose all debris generated by the work. Leave all areas “broom-clean”.

TOTAL COST: \$89,649.50

Plus applicable taxes

*See attached spreadsheet for contract unit-pricing details.

Notes/Qualifications

- Our estimate proposal includes an intended scope of work, as specifically written above.
- The work scope is based on the drawings and details provided by the owner’s engineer, N. D. Eryou, PE. Refer to drawing nos. T-100, C-100 through C-210, A-100, A-110, D-100, D-110, M-100 through M-310, all dated 12/10/15.
- As stated above, all equipment for the oil-water-separator system, Omntec system, and pump systems shall be supplied by the owner and delivered to the site.
- In the main area, first floor, the new piping will be routed within existing trenches (under removable floor).
- The concrete base pad for support of the new oil-water-separator shall be supplied and installed by others, prior to IPT job site mobilization.
- The following items are excluded from the work scope quoted above and no costs have been included:
 - All engineering services, plans, permits, and municipal fees
 - Third party testing, inspections, sign-offs

- Electrical service relocations or new service installations
- Removals, installations, or modifications to other tanks or tank systems on site—ASTs or USTs
- Removals, installations, modifications, cleaning, etc. to the existing floors, walls, floor drains, and trenches
- Removals, installations, or modifications to all piping and drainage systems exterior of the building (down-stream from the new oil-water-separator, all previously supplied & installed by others)
- Items not specifically noted above
- All pricing quoted is valid for up to 60 days from the date of this proposal.
- Applicable taxes shall be added to all costs quoted above.

Proposal Accepted

Michael Shapiro

This estimate provided by

Date



County of Suffolk
 Department of Public Works
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

Item Number	Greenport Municipal Power Plant--Install Oil Water Separator and Related Systems	Unit Cost	Quantity	Unit	Total
102	Permit to Construct A Toxic/Hazardous Materials Storage Facility	\$7,800.00		ea	\$0.00
200	Saw Cutting Existing Concrete	\$10.50	30	lin ft	\$315.00
201	Removal of Pavement (Asphalt)	\$44.50		cu yd	\$0.00
202	Removal of Pavement (Cement Concrete)	\$165.00	1	cu yd	\$165.00
203	Removal of Structures (Cement Concrete)	\$45.00		cu yd	\$0.00
210-A	Abandon Existing Storage Tanks < 1000 gallons	\$3,000.00		ea	\$0.00
210-B	Abandon Existing Storage Tanks 1000 - 4000 gallons	\$5,500.00		ea	\$0.00
210-C	Abandon Existing Storage Tanks 4001-10,000 gallons	\$7,500.00		ea	\$0.00
210-D	Abandon Existing Storage Tanks > 10,000 gallons	\$13,900.00		ea	\$0.00
211-A	Remove Existing Storage Tanks < 1000 gallons	\$4,100.00		ea	\$0.00
211-B	Remove Existing Storage Tanks 1000 - 2500 gallons	\$6,800.00		ea	\$0.00
211-C	Remove Existing Storage Tanks 2501 - 6000 gallons	\$7,500.00		ea	\$0.00
211-D	Remove Existing Storage Tanks 6001 - 10,000 gallons	\$9,500.00		ea	\$0.00
211-E	Remove Existing Storage Tanks > 10,000 gallons	\$9,800.00		ea	\$0.00
212-A	Remove Aboveground Tanks < 1000 gallons	\$1,800.00	2	ea	\$3,600.00
212-B	Remove Aboveground Tanks 1000 - 4000 gallon	\$2,000.00		ea	\$0.00
212-C	Remove Aboveground Tanks 4001 - 10,000 gallons	\$3,800.00		ea	\$0.00
212-D	Remove Aboveground Tanks > 10,000 gallons	\$7,000.00		ea	\$0.00
220	Transport & Dispose Petroleum Products	\$0.95	500	gal	\$475.00
221	Transfer petroleum Products	\$195.00		Hour	\$0.00
222	Containerize & Dispose of Sludges & Residuals	\$300.00	6	Drum	\$1,800.00
223	Cont. & Dispose of Petroleum Contaminated Water	\$2.50	500	gal	\$1,250.00
224	Dispose of Contaminated Soil	\$93.00		tons	\$0.00
230-A	TCLP Lab Analysis (Metals)	\$170.00		ea	\$0.00
230-B	VOC Analysis USEPA Method 8260 STARS List CP-51 List	\$80.00		ea	\$0.00
230-C	VOC Analysis USEPA Method 8260	\$115.00		ea	\$0.00
230-D	VOC Analysis USEPA Method 8270 STARS List CP-51 List	\$125.00		ea	\$0.00
230-E	VOC Analysis USEPA Method 8270	\$240.00		ea	\$0.00
300	General Excavation	\$8.00		cu yd	\$0.00
301	Trench Excavation & Backfill	\$21.00		lin ft	\$0.00
310	Backfill & Placement	\$13.00		cu yd	\$0.00
311	Pea Gravel	\$75.00		cu yd	\$0.00
312	Recycle Portland Cement Concrete Aggregate (RCA)	\$60.00		cu yd	\$0.00
313	Select Fill	\$48.00		ton	\$0.00
320	Non-Woven Engineering Fabric	\$4.00		sq yd	\$0.00
400-A	Temp Tank (Secondary Containment) - 500 Gallons	\$2,500.00		ea	\$0.00
400-B	Temp Tank (Secondary Containment) - 1000 Gallons	\$2,900.00		ea	\$0.00
410-A	Doublewalled Underground Fuel Storage Tanks - 600 Gallons	\$25,000.00		ea	\$0.00
410-B	Doublewalled Underground Fuel Storage Tanks - 1000 Gallons	\$30,000.00		ea	\$0.00
410-C	Doublewalled Underground Fuel Storage Tanks - 2500 Gallons	\$33,000.00		ea	\$0.00
410-D	Doublewalled Underground Fuel Storage Tanks - 4000 Gallons	\$38,000.00		ea	\$0.00



County of Suffolk
 Department of Public Works
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

410-E	Doubledwalled Underground Fuel Storage Tanks - 6000 Gallons	\$48,000.00		ea	\$0.00
410-F	Doubledwalled Underground Fuel Storage Tanks - 10,000 Gallons	\$68,000.00		ea	\$0.00
410-G	Doubledwalled Underground Fuel Storage Tanks - 20,000 Gallons	\$90,000.00		ea	\$0.00
411-A	Doubledwalled Aboveground Storage Tanks - 280 Gallons	\$17,500.00		ea	\$0.00
411-B	Doubledwalled Aboveground Storage Tanks - 500 Gallons	\$18,800.00		ea	\$0.00
411-C	Doubledwalled Aboveground Storage Tanks - 1000 Gallons	\$20,000.00		ea	\$0.00
420-A	FRP Pipe - 2" Diameter	\$28.00		lin ft	\$0.00
420-B	FRP Pipe - 3" Diameter	\$38.00		lin ft	\$0.00
420-C	FRP Pipe - 4" Diameter	\$40.00		lin ft	\$0.00
41-A	FRP Secondary Containment Pipe - 2" Diameter	\$7.00		lin ft	\$0.00
421-B	FRP Secondary Containment Pipe - 3" Diameter	\$41.00		lin ft	\$0.00
421-C	FRP Secondary Containment Pipe - 4" Diameter	\$41.00		lin ft	\$0.00
421-D	FRP Secondary Containment Pipe - 6" Diameter	\$41.00		lin ft	\$0.00
422-A	Carbon Steel Pipe - 1/2" Diameter	\$10.00		lin ft	\$0.00
422-B	Carbon Steel Pipe - 3/4" Diameter	\$11.00		lin ft	\$0.00
422-C	Carbon Steel Pipe - 1" Diameter	\$13.00		lin ft	\$0.00
422-D	Carbon Steel Pipe - 2" Diameter	\$18.00	50	lin ft	\$900.00
423-A	Copper Pipe - 1/2" Diameter	\$9.00		lin ft	\$0.00
423-B	Copper Pipe - 3/4" Diameter	\$10.50		lin ft	\$0.00
423-C	Copper Pipe - 1" Diameter	\$13.00		lin ft	\$0.00
430	Automatic Shutoff Device	\$1,050.00		ea	\$0.00
440-A	Manholes Covers/Frames & Containment Box - Steel	\$1,500.00		ea	\$0.00
440-B	Manholes Covers/Frames & Containment Box - Composite	\$4,200.00		ea	\$0.00
440-C	Manholes Covers/Frames & Containment Box - Multipurpose	\$330.00		ea	\$0.00
440-D	Manholes Covers/Frames & Containment Box - Fill Spill Box 5 Gallon	\$990.00		ea	\$0.00
450-A	Dispenser Island	\$7,500.00		ea	\$0.00
450-B	Dispenser/Fuel Management Tower Island	\$7,500.00		ea	\$0.00
451	Fire Suppression System	\$28,000.00		ea	\$0.00
452-A	Fuel Dispenser - One Nozzle	\$8,000.00		ea	\$0.00
452-B	Fuel Dispenser - Two Nozzle	\$15,000.00		ea	\$0.00
453	Dispenser Sump	\$3,500.00		ea	\$0.00
460	Line Testing	\$300.00		ea	\$0.00
500	Steel Reinforcement	\$1.75		pounds	\$0.00
501	Portland Cement Concrete	\$299.00		cu yd	\$0.00
502	Concrete Curb and Curd & Gutter	\$34.00		lin ft	\$0.00
503	Concrete Sidewalk	\$9.00		sq ft	\$0.00
510-A	Concrete Anchor Pads for 600 Gallon Tank	\$3,300.00		ea	\$0.00
510-B	Concrete Anchor Pads for 1000 Gallon Tank	\$3,300.00		ea	\$0.00
510-C	Concrete Anchor Pads for 2500 Gallon Tank	\$500.00		ea	\$0.00
510-D	Concrete Anchor Pads for 4000 Gallon Tank	\$3,700.00		ea	\$0.00
510-E	Concrete Anchor Pads for 6000 Gallon Tank	\$4,000.00		ea	\$0.00
510-F	Concrete Anchor Pads for 10,000 Gallon Tank	\$7,000.00		ea	\$0.00
510-G	Concrete Anchor Pads for 20,000 Gallon Tank	\$9,000.00		ea	\$0.00
520-A	Bollards - General	\$300.00		ea	\$0.00
520-B	Bollards - Island Guard	\$950.00		ea	\$0.00
540	Remove, Preserve, and Resotre Shrubbery and Small Caliper Trees	\$70.00		ea	\$0.00



County of Suffolk
 Department of Public Works
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541	Grass Seeding	\$1.29		sq ft	\$0.00
600-A	Electrical Conduit 3/4" Diameter	\$3.95	500	lin ft	\$1,975.00
600-B	Electrical Conduit 1" Diameter	\$4.95		lin ft	\$0.00
601	Power Cable	\$0.55	250	lin ft	\$137.50
602-A	Pull & Junction Boxes-Sheet Metal Junction Box 6"x6"x3"	\$90.00		ea	\$0.00
602-B	Pull & Junction Boxes-Sheet Metal Junction Box 8"x8"x4"	\$22.00		ea	\$0.00
602-C	Pull & Junction Boxes-NEMA 4 Junction Box 4"x6"x4"	\$75.00		ea	\$0.00
602-D	Pull & Junction Boxes-NEMA 4 Junction Box 6"x8"x4"	\$25.00		ea	\$0.00
602-E	Pull & Junction Boxes-NEMA 4 Junction Box 8"x10"x4"	\$25.00		ea	\$0.00
602-F	Pull & Junction Boxes-NEMA 7 Junction Box 4"x6"x3.75"	\$150.00		ea	\$0.00
602-G	Pull & Junction Boxes-NEMA 7 Junction Box 6"x8"x3.75"	\$44.00		ea	\$0.00
602-H	Pull & Junction Boxes-NEMA 7 Junction Box 8"x10"x5"	\$60.00		ea	\$0.00
602-I	Pull & Junction Boxes-GRH Outlet Box NEMA 7, 3/4"	\$60.00		ea	\$0.00
602-J	Pull & Junction Boxes-ER (or equal) Outlet Box NEMA 7, 3/4"	\$46.00		ea	\$0.00
602-K	Pull & Junction Boxes-GU (or equal) Outlet Box NEMA 7, 3/4"	\$37.00		ea	\$0.00
602-L	Pull & Junction Boxes-GR (or equal) Outlet Box, 3/4"	\$37.00		ea	\$0.00
602-M	Pull & Junction Boxes-GRF (or equal) Outlet Box, 3/4"	\$46.00		ea	\$0.00
602-N	Pull & Junction Boxes- ELBO Pull Elbow, 3/4"	\$12.00		ea	\$0.00
603	Panel Boards	\$800.00		ea	\$0.00
604	Signal Cable	\$4.12	600	lin ft	\$2,472.00
611	Inventory Management System	\$16,900.00		ea	\$0.00
612	Leak Detection System	\$9,100.00		ea	\$0.00
694-A	4" Drilled PVC Observation Well	\$750.00		mob	\$0.00
694-B	4" Drilled PVC Observation Well	\$45.00		lin ft	\$0.00
700-A	Plumber Foreman	\$135.00	120	hour	\$16,200.00
700-B	Plumber - Pump & Tank	\$135.00	240	hour	\$32,400.00
700-C	Electrical Foreman	\$135.00	56	hour	\$7,560.00
700-D	Electrician - Pump & Tank	\$135.00	56	hour	\$7,560.00
700-E	Laborer - Heavy & Highway	\$110.00		hour	\$0.00
700-F	Operating Engineer	\$180.00		hour	\$0.00
700-G	Geologist	\$70.00	8	hour	\$560.00
700-H	Draftsmen (CAD)	\$65.00		hour	\$0.00
700-I	Project Manager	\$145.00		hour	\$0.00
700-J	Tractor-Loader Backhoe CASE 580M 4WD	\$750.00		day	\$0.00
700-K	Crawler Mounted Hydraulic Excavator - Deere 370C	\$1,100.00		day	\$0.00
700-L	Wheel Mounted Hydraulic Excavator - Badger 1085C	\$850.00		day	\$0.00
700-M	Geoprobe 7720DT or equal w/Operator	\$1,500.00		day	\$0.00
700-N	Guzzler CL or equal with Operator	\$2,350.00		day	\$0.00
701	Force Account	\$50,000.00	0.25	allow	\$12,280.00

Subtotal \$89,649.50

Estimated Project Total \$89,649.50



County of Suffolk
 Department of Public Works
 Contract No. MFOCT-122016

2016 - 2018 Annual Contract for the Removal/Installation of Gasoline/Oil/Chemical Tanks

Item Number	Force Account Labor & Equipment Rates	Unit Cost	Quantity	Unit	Total
701	midget crane rental to off-load and set new Oil Water Separator	\$2,950.00	1	ls	\$2,950.00
701	epoxy sealer product for sumps	\$937.00	1	ls	\$937.00
701	Sika-flex 1A crack filler epoxy	\$121.00	1	ls	\$121.00
701	degreaser and cleaing materials for sumps	\$380.00	1	ls	\$380.00
701	floor grating materials above modified sumps	\$2,990.00	1	ls	\$2,990.00
701	shop supply, consumables	\$725.00	1	ls	\$725.00
701	1" diameter Schedule 40 PVC drainage piping, fittings, adhesive, etc	\$1,850.00	1	ls	\$1,850.00
701	miscellaneous pipe fittings and harware, drain piping & OWS	\$875.00	1	ls	\$875.00
701	sampling and laboratory analysis, waste class, oily sumps/sludge	\$1,452.00	1	ls	\$1,452.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00
701					\$0.00

Force Account Subtotal \$12,280.00



April 21, 2017

Hon. Al Krupski
Suffolk County Legislature
423 Griffing Avenue – Suite 2
Riverhead, NY 11901

Re: Village of Greenport

Honorable Legislator Krupski:

As you know, the Village of Greenport is only 1 square mile, yet the Village has the county's only transportation hub bringing together the LIRR, private bus coach service, car and pedestrian ferries, and vehicular traffic. The Village provides a valuable service to Suffolk County, moving thousands of cars each week through our Village maintained streets to destinations on the South Fork, Shelter Island, points west, and over to New England. Unlike other communities in New York State that support regional transportation infrastructure, the Village of Greenport receives no compensation for its taxpayers' investment in providing these services.

It has come to the attention of the Village of Greenport that the process for the determination and finalization of the rate structure and increases for the North Ferry Company involves a necessary approval from the Suffolk County Legislature.

To that end, the Village of Greenport hereby respectfully requests that the Suffolk County Legislature please consider the addition of a nominal surcharge to the ferry rate the next time that the Ferry Company appears before the County Legislature to request the approval of its fares or a rate increase.

The Village parking and road infrastructure bursts at the seams much of the year now to support this County hub, yet the Village's small tax base of \$1M per year makes it challenging for us to raise revenue to bond for a parking structure and updated road plan that would ease these challenges to our residents and visitors. The proposed surcharge could take the form of a "landing fee" for vehicles travelling in the direction of Greenport from Shelter Island and would be reserved in a special fund earmarked for improvements to this regional transportation hub.

**236 THIRD STREET
GREENPORT NY 11944**

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

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GEORGE W. HUBBARD, JR.
Ext. 215**

**TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR
MARY BESS PHILLIPS
DOUGLAS W. ROBERTS
JULIA ROBINS**

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

**CLERK
SYLVIA PIRILLO, RMC
Ext. 206**

**TREASURER
ROBERT BRANDT
Ext. 217**



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Rate increases for the North Ferry Company were previously approved by the County Legislature in 2011 and 2014, so one may rationally assume that a proposed rate increase request may be forthcoming shortly, and the Village of Greenport thanks the County Legislature in advance for its consideration of this road maintenance surcharge request.

The Village requests the opportunity to have representatives of the Board of Trustees meet with County Executive Bellone and Presiding Officer Gregory, to share the Village's perspective on this matter. Please let us know when we can schedule a meeting.

Thank you for all you do for our Village and for our district.

Sincerely,

George W. Hubbard, Jr. on behalf of the Board of Trustees
Mayor

cc: Suffolk County Executive Steven Bellone
Suffolk County Legislature Presiding Officer Duwayne Gregory

Utility Easement Agreement

This Utility Easement Agreement (the “Agreement”), made and dated the _____ day of April, 2017, by the **Village of Greenport** (the “Grantor” or the “Village”) with offices located at 236 Third Street, Greenport, New York 11944, and **LONG ISLAND ELECTRIC UTILITY SERVCO, LLC** (“Servco”) as agent of and acting on behalf of **LONG ISLAND LIGHTING COMPANY D/B/A LIPA** (“LIPA “ or “Grantee”) with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553, as follows;

W I T N E S S E T H

WHEREAS, the Grantor is the owner of the property described or indicated in Exhibit A annexed hereto and made a part hereof, which property is known as Fifth Street, Village of Greenport, New York 11944 (the “Village Property”); and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time (“A&R OSA”), between LIPA and PSEG Long Island LLC (“PSEGLI”) through its operating subsidiary, Servco, has assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA (“T&D System”) as of January 1, 2014, and among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate; and

WHEREAS Accordingly, Servco will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including any attached Schedules and Exhibits as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all sums

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March 14, 2017 document with PSEG March 16, 2017 and Village and Resident comments as of March 30, 2017.

due and owing Grantor, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Grantor for sums due under or related to this Agreement. PSEG LI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS the Grantor agrees to declare and grant to the Grantee a nonexclusive easement for a term described herein, pursuant to the terms and conditions of this Utility Easement Agreement in the area described in Exhibit B attached hereto and made a part hereof (the “Utility Easement Area”), that area being a portion of Fifth Street, and the Grantee agrees to accept that nonexclusive easement for the term described herein, pursuant to the terms and conditions of this Utility Easement Agreement; and

WHEREAS the Grantor and SERVCO as agent and acting on behalf of LIPA have simultaneously entered a Temporary Construction Access License Agreement between the Grantor and SERVCO as agent and acting on behalf of LIPA whereby the Grantor agrees to provide SERVCO as agent and acting on behalf of LIPA with temporary construction access license; and

WHEREAS the Grantor hereby grants LIPA, and LIPA accepts from Grantor, an easement, pursuant to the terms and conditions herein;

IT IS THEREFORE covenanted and agreed as follows:

1. Grant of Easement.

1.1 Utility Easement.

The Grantor, for itself and its successors and assigns, hereby conveys and grants to LIPA, and its successors and assigns, a non-exclusive easement (the “Utility Easement”) under, in, along, and across the property described on the attached and incorporated Exhibit B (the

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“Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of an underground electric line (the “improvements”), and for access to the Utility Easement Area that is depicted generally on the attached and incorporated Exhibit B, and for no other use.

1.2. Reservation by Grantor/Non-Exclusive Use.

All right, title and interest in and to the Utility Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved by the Grantor, provided, however, that the Grantor shall not enact or maintain any improvements which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area, or develop, landscape or beautify the Utility Easement Area in a way which would unreasonably or materially interfere with the Grantee’s permitted use of the Utility Easement Area. The Easement shall be non-exclusive to the Grantee and shall not restrict nor preclude the Grantor hereof from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict or interfere with the rights granted to the Grantee hereof or otherwise endanger Grantee’s underground property and electrical service.

1.3 Reservation by Grantor/Grantor’s Existing Equipment and Facilities.

Grantee acknowledges that Grantor owns, maintains, and operates an existing municipal water and sewer system and that there is already equipment for these systems that is located in the Utility Easement Area, and Grantee acknowledges and agrees to the continued existence of the Grantor’s equipment in the Utility Easement Area, and that the Grantor may operate, repair, maintain and or replace the Grantor’s equipment in the Utility Easement Area, or place other equipment in the Utility Easement Area that does not interfere with the Grantee’s use of the

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Utility Easement Area as provided in this Agreement. Grantee agrees not to take any act regarding the Grantee's equipment or use of the Utility Easement Area that would damage, interfere or endanger the Grantor's equipment or the use or operation thereof.

2. Purpose and Limited Use of Easement.

2.1 Use.

The purpose and use of the Utility Easement shall be to construct, install, operate, maintain, inspect, test, repair, replace and/or remove a portion of an underground electric distribution cable which shall run from the LIPA Southold substation to a point on Shelter Island only.

2.2 Distribution Equipment Only.

LIPA and or its successors in interest may place a conduit and manhole system only in the Utility Easement Area that consists of and is of sufficient size and design to hold three (3) 13kv electric distribution lines; provided, however, Grantee shall be permitted only to utilize one (1) 13kv circuit energized at a time. Initially, LIPA and or its successors and or assigns shall place and use a 13 kv electric distribution circuit in the conduit and specifically shall not place or install an electric transmission line in the conduit or the Utility Easement Area during the term of this Utility Easement Agreement and any extensions thereto.

2.3 End of Useful Life.

In the event that any distribution line is no longer functional or is nearing the end of its useful life or another distribution line is needed for increased load, then LIPA, on not less than 30 days prior written notice to the Village, may install another distribution circuit, or its equivalent, in the conduits provided only one distribution circuit is operated at a time.

3. Term of the Utility Easement.

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3.1 Initial Term.

The Utility Easement shall commence on the effective date of this Agreement and shall have an initial term of fifty (50) years from the effective date of this Agreement.

3.2 Renewal Terms.

LIPA shall have the right to exercise three (3) renewal options to renew the term of the Utility Easement for three consecutive (3) renewal terms of fifty (50) years each.

3.3 Exercise of an Option for a Renewal Term.

LIPA may exercise an option for a renewal term by notifying the Village of Greenport, Attention Village Clerk, at its offices, currently located at 236 Third Street, Greenport, New York 11944, in writing, by certified mail return receipt requested, regular mail, and electronic mail, not less than one (1) year prior to the expiration of the initial term, or each renewal term of the Utility Easement.

4. Consideration.

4.1. Consideration to be Paid by LIPA.

A. Consideration for the Initial Fifty Year Term.

1. The consideration to be paid by LIPA for the first fifty (50) year term of the Utility Easement shall be thirty thousand dollars (\$30,000).

2. The consideration of thirty thousand dollars (\$30,000) shall be nonrefundable and shall be paid to the Village of Greenport upon the execution and delivery of this Easement Agreement.

B. Consideration for the Renewal Terms.

1.

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1. The consideration for each of the renewal terms shall be the then fair market value of the Utility Easement for each of the renewal term as determined by an independent, qualified third party appraiser with such appraiser to be mutually agreed to by the parties.

2. The consideration for the renewal term shall be nonrefundable and shall be paid to the Village on or prior to the date of the commencement of each renewal term of the Utility Easement Agreement.

5. Default and Termination, Abandonment.

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the nature of the breach or default of this Agreement. The breaching party shall have thirty (30) days from the receipt of this written notice in which to cure or utilize best efforts to commence to cure any such violation. If the violation cannot be reasonably cured within said thirty (30) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the violation, then the parties may agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured any such violation as specified in the written notice within the time provided by the notice or any extension to that time agreed to in writing by the non-breaching party, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be not less than fifteen days from the date of mailing of the Notice of Termination. The Notice of Termination shall be effective for all purposes when deposited in the United States Mail, by certified mail, return receipt requested and regular mail.

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C. If LIPA defaults under this Agreement, beyond any applicable notice, grace and/or cure period, upon LIPA's receipt of the Notice of Termination via U. S. Mail, the Village may initiate legal proceedings against LIPA to assume control and possession of the Easement Property Area.

D. Upon an abandonment of the Easement (an abandonment under this Easement Agreement being a discontinuance of the use of the equipment in the easement for a period of one hundred eighty (180) continual days, or of the project for which the easement is being used as provided in the Temporary Construction Access License Agreement), the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default as provided in this Section 5.0, and then serve a Notice of Termination, terminating the Agreement and the Easement subject to a tolling occasioned by any force majeure event, provided, however, no greater than one (1) calendar year.

E. A default or breach of the Temporary Construction Access License Agreement (Exhibit C) shall be a default or breach of this Utility Easement Agreement.

6. Restoration and Permits.

6.1 Restoration.

A. Restoration of Surface Area.

In addition to the Grantee's obligations under the Construction Access Agreement, in the event that after the completion of the required repaving, the surface of any portion of the Utility Easement Area is disturbed solely by the Grantee's exercise of any of its easement rights under this Agreement, then the Grantee shall restore such area to the condition in which it existed at the commencement of such activities within thirty (30) days of notification as provided herein subject to tolling occasioned by any force majeure related event by each

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calendar work day of each force majeure event not to exceed ninety (90) days inclusive of such force majeure event.

B. Restoration on Expiration or Termination.

On the occurrence of the expiration of this Utility Easement Agreement or in the event that the Utility Easement Agreement is terminated due to default, abandonment or agreement of the parties, prior to the expiration of its term, Grantee shall remove Grantee's electric lines and cables from the Utility Easement Area, except that the Grantee shall, after removing all Grantee cabling and equipment, abandon the conduit and manholes for use by the Grantor, and restore the Utility Easement Area to the condition in which it existed prior to the date of this Agreement except that the remaining Grantee equipment shall become the property of the Village of Greenport.

6.2. Permits.

LIPA shall be responsible to obtain and maintain any and all permits that are required for the work contemplated in this Agreement including but not limited to required permits from the United States Army Corps of Engineers, New York State Department of Environmental Conservation, Public Service Commission, Metropolitan Transportation Authority, and the Village of Greenport, it being understood that the Grantee's requirement with regards to the Village permits, if any and to the extent applicable, are necessitated as a result of the Village being outside of the Grantee's service territory.

7. Temporary Construction Access License Agreement.

A. The Village of Greenport and LIPA shall simultaneously entered into a Temporary Construction Access License Agreement, a copy of which is annexed as Exhibit C hereto, whereby the Village of Greenport grants access to LIPA to perform construction for the

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installation of a conduit and manhole system, the aforementioned distribution line, and other electrical equipment, on a temporary basis, for consideration, and subject to the terms and conditions of that Temporary Construction Access License Agreement.

B. The granting of this Utility Easement is subject to the compliance by LIPA and or its successors with the payment of the consideration and compliance with the other terms and conditions of the Temporary Construction Access License Agreement, and the Grantor and the Grantee agree that the failure by LIPA to pay the consideration due under the Construction Access Agreement or to fully comply with the material terms and conditions of the Temporary Construction Access License Agreement shall be a material breach of the terms and conditions of this Utility Easement Agreement whereby the Village of Greenport, on thirty days prior written notice, beyond any grace and/or cure period, may terminate this Utility Easement Agreement.

8. Abandonment of Project or Easement by LIPA.

Abandonment of the Easement for purposes of this Agreement shall be either an abandonment of the Project as defined in the Temporary Construction Access Agreement or as defined in 5.0(D) above, then the Village of Greenport may serve a Notice of Abandonment and Notice of Termination as provided in Section 5.0 above.

9. Insurance.

9.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, to remain in effect for the entire term and renewal terms of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York covering all operations during the Temporary Construction Access License Agreement and Utility Easement

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Agreement or any other time that the Grantee or LIPA shall access the Utility Easement Area to repair, maintain or replace equipment as provided herein. All insurance provided herein shall name the Village of Greenport as additional insured and the Grantee shall provide the Village with the endorsement page of the insurance policy indicating compliance with the required coverage to the Village at the time of the execution of this Agreement, of not less than the following types and amounts:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Grantee and its Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Grantee and its Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than:
Bodily injury each occurrence: \$1,000,000 Per Annum Aggregate \$ 5,000,000
Liability property each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000
General Liability Insurance each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any of its contractors or subcontractors for any losses which may be due to vandalism, theft or malicious mischief occasioned by such party.

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E. LIPA shall be permitted to self-insure its obligations hereunder.

9.2 Term of Liability Insurance.

The liability insurance specified by 9.1 above shall remain in effect during the term and renewal terms of the Utility Easement Agreement.

9.3 Adjustments to Type and Amount of Coverage.

The parties must by mutual agreement adjust the type and amount of insurance required due to market changes, and the amount of the insurance coverage provided shall be adjusted, in writing, on not less than each applicable ten (10) year anniversary of date of the execution of this Utility Easement Agreement to reflect changes in the consumer price index.

10. General Provisions.

10.1 Covenants Running with the Land.

The parties to this Agreement acknowledge and agree that the easement and other rights conferred by this Utility Easement Agreement are intended to, and shall, run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

10.2 Assignment.

Except to an affiliate, subsidiary, Agent, as such term is defined in the OSA, successor or heir, the Grantor and the Grantee specifically agree, that this Agreement and the Grantee's rights hereunder are not assignable by the Grantee without the prior written consent of the Grantor, which consent may not be unreasonably withheld, conditioned nor delayed by Grantor. In the event of an assignment by the Grantee which is consented to by the Grantor, unless specifically released by the Grantor the Grantee shall remain liable and responsible for any and all of the Grantee's obligations to Grantor created by this Agreement and the Grantor's

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remedies at law or in equity as against the Grantee or the Grantee's successors and assigns shall not be limited by the assignment or this Agreement.

10.3 Effective Date.

This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

10.4 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Easement Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

10.5 Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (certified mail, return receipt requested and regular mail), at their addresses as set forth below, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk
236 Third Street
Greenport New York 11944

Notice to LIPA:

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March 14, 2017 document with PSEG March 16, 2017 and Village and Resident comments as of March 30, 2017.

Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

The parties acknowledge and agree that if either party shall change its address for receiving notices, then such party shall notify the other party in writing of such change in address within thirty (30) days of the change in address of that party.

10.6 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

10.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary to further the expressed and intent purpose of this agreement.

10.8 Indemnification and Hold Harmless.

A. LIPA and its successors and assigns, shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment

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or property that is caused by or results from LIPA's exercise of the Easement or use of the

Easement Area under this Agreement, the Project, or the actions, failure to act, omissions,

design, or work of LIPA or its contractors and subcontractors and from any claims, damages,

actions or causes of action from environmental damages or contamination to the extent caused

or contributed by Grantee, its successors and or assigns, and their contractors and or

subcontractors, for the term and any renewal terms of this Agreement.

B. LIPA and its successors and or assigns shall indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's exercise of the Easement or use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

Notwithstanding anything to the contrary contained herein, LIPA's indemnity obligations hereunder shall not apply to any liabilities, losses or damages occasioned by the Village's and/or third party's acts, omission, negligence and/or misconduct.

10. 9 Non-precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein have been and are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory.

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and that as such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions.

10.10 Taxes.

A. Property Taxes.

Grantee shall be responsible to pay any property taxes or other assessments attributable to or assessed upon the Utility Easement Area and the Grantee's equipment in the Utility Easement Area.

B. Transfer and other Taxes.

The Grantee shall be responsible for the payment of any and all transfer taxes or similar assessments including but not limited to the New York State real property transfer tax, the Peconic Bay Region tax and any other taxes that may arise from or be assessed from this transaction.

10.11 No Ownership Interest.

LIPA, for itself and for its successors and or assigns, does hereby state and warrant that LIPA does not and will not maintain any ownership of the Utility Easement Area and that in the event that it is deemed that an ownership interest may have been created or conveyed to LIPA by this Utility Easement, then on the request of the Village, LIPA shall execute such documents as may reasonably requested by the Village to transfer any ownership interest that may have been created in LIPA back to the Village.

10.12 Amendment.

The Utility Easement Agreement may not be modified, changed, altered, amended or otherwise revised except by way of a duly executed written amendment duly approved and executed by both Grantor and Grantee.

10.13 Failure to Act not a Waiver.

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The failure by the Grantor to declare a default by the Grantee where the Grantee is in default or breach of any provision of this Agreement shall not be a waiver of that default by the Grantor or of any of the Grantor's rights hereunder. The waiver by either the Grantor or the Grantee, or both, of any of its rights with respect to a default or any other matter arising under this Easement Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

10.14 Recording Easement Agreement.

Upon the execution of this Utility Easement Agreement, the Grantee shall cause the Utility Easement Agreement to be recorded at the office of the Suffolk County Clerk at the Grantee's expense. Grantee shall provide the Grantor with a certified copy of the recorded Utility Easement Agreement within thirty (30) days of the date of the execution of this Agreement and in no event prior to the use of the Utility Easement area by the Grantee.

10.15 Applicable Law and Venue.

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

10.16 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

10.17 Severability.

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If any provision of this Easement Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

10.18 Attorney Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

IN WITNESS WHEREOF, the Village of Greenport and Long Island Lighting Copy have hereunto set their hand and seal the day and year just above written.

GRANTEE:

LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA")

By: _____
Name:
Title:

GRANTOR:

VILLAGE OF GREENPORT

By: _____
Name:
Title:

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Exhibit A
“VILLAGE PROPERTY”

March 16, 2017 and March 30, 2017

March 14, 2017 document with PSEG March 16, 2017 and Village and Resident comments as of March 30, 2017.

Exhibit B
"Utility Easement Area"

March 16, 2017 and March 30, 2017

March 14, 2017 document with PSEG March 16, 2017 and Village and Resident comments as of March 30, 2017.

Exhibit C
Temporary Construction Access License Agreement

March 16, 2017 and March 30, 2017

March 14, 2017 document with PSEG March 16, 2017 and Village and Resident comments as of March 30, 2017.

STATE OF)
 ss.:
COUNTY OF)

On the _____ day of _____, in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
 ss.:
COUNTY OF)

On the _____ day of _____, in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

This Temporary Construction Access License Agreement (the “Agreement”) is made this ___ day of April 2017, and entered into by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944 (the “Village”), and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC (“Servco”) as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA (“LIPA”) with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553.

RECITALS

WHEREAS the Village is the owner of certain real property located in the Village of Greenport, Suffolk County, New York, 11944, County of Suffolk and State of New York, being more particularly described as “Fifth Street” (the “Village Property”), Village of Greenport, as indicated on the survey attached as Exhibit A hereto and made a part hereof; and

WHEREAS the Long Island Power Authority (“LIPA”) is responsible for providing reliable electric service to its service territory in the unincorporated portion of the Town of Southold that is outside of the service territory of the Village of Greenport, and on Shelter Island; and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time (“A&R OSA”), between LIPA and PSEG Long Island LLC (“PSEGLI”) through its operating subsidiary, Servco, have assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA (“T&D System”) as of January 1, 2014. Among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate. Accordingly, Servco will administer this Agreement and shall be LIPA’s representative in all matters related to this Agreement, including any attached Schedules and Exhibits, as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all undisputed sums due and

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owing Village, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Village for sums due under or related to this Agreement. PSEGLI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS LIPA has determined that there is a necessary and valid public purpose to construct an electric distribution line from the LIPA Southold substation that is located just west of the Village of Greenport, along Front Street to Fifth Street in the Village of Greenport, then under Fifth Street to Greenport Harbor, then under Greenport Harbor to Town of Shelter Island, connecting the LIPA service territory located in the unincorporated portion of the Town of Southold to the LIPA service territory on the Town of Shelter Island; and

WHEREAS LIPA has determined that the most efficient way to make the connection of a distribution line is to construct and then operate the distribution line through the Village Property, specifically Fifth Street, in the Village of Greenport; and

WHEREAS the Village and SERVCO as an agent of LIPA and for itself, and their representatives, have discussed the mutual goals and benefits that could be achieved by a cooperative Temporary Construction Access License Agreement and desire to enter into this Agreement to establish and reflect their mutual benefits, consideration, and obligations, which the parties agree are set forth herein; and

WHEREAS the Village and SERVCO as an agent and acting on behalf of LIPA simultaneous with the execution of this Agreement, are executing a Utility Easement Agreement (the “Easement”), a copy of which is annexed as Exhibit B hereto and made a part hereof, for the purpose of providing LIPA with a nonexclusive underground utility easement under Village Property (Fifth Street) for the maintenance, operation and repair of the distribution cable that will be constructed pursuant to this Agreement; and

WHEREAS the Village and LIPA have agreed that LIPA, for good and valuable consideration, in the amount stated and as otherwise provided in this Agreement, and the

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sufficiency of which is acknowledged, may have a temporary license to access an area described in Exhibit(s) C1 and C2 hereto, for purposes of providing temporary access to the Utility Easement Area, as that area is defined and designated in the Utility Easement Agreement, for staging, performing and completing the construction that is the subject of this Agreement, which together with the required restoration work and repaving of Fifth Street, and other required work is hereinafter referred to as the “Licensed Work”; and

WHEREAS LIPA as lead agency prepared a Full Environmental Assessment Form (“EAF”), Part 1, Part 2, and Part 3 for the project, pursuant to and in compliance with the SEQRA regulations in 6 NYCRR 617.6; and

WHEREAS the Village of Greenport as an involved agency has reviewed the Full Environmental Assessment Form (“EAF”) Parts 1, 2, and 3, and has rendered certain comments regarding the EAF to LIPA as lead agency; and

WHEREAS the Village of Greenport and LIPA have agreed that LIPA will review and respond to the Village’s comments, as an involved agency, with regard to LIPA’s Full EAF; and

WHEREAS the Village and LIPA have agreed that the rights of the parties under the Utility Easement Agreement shall be conditioned on each party’s compliance with the material terms and conditions of this Agreement; and

WHEREAS LIPA has agreed to take certain actions and measures to address and protect the interests of the owners of the properties that are adjacent to the Project Work, as set forth in detail herein, and also as summarized in Section 7.20 Protection for the properties immediately adjoining the Project Work on Fifth Street of this Agreement;

IT IS THEREFORE covenanted and agreed by the Village and LIPA as follows:

1. Grant of Temporary Construction Access License

1.1 Temporary Construction Access

The Village, for itself and for its successors and assigns, hereby grants to LIPA a temporary, non-exclusive license (the "License") over, under, in, across and upon the property described on the attached and incorporated survey (Exhibit A) (the "License Property") for the limited purpose of constructing and completing the Licensed Work and for use as a construction staging area, as and in the areas indicated on the attached and incorporated survey (Exhibit A), reasonably required for the Licensed Work.

1.2 Limited Access Prior to Commencement of the Agreement

Prior to commencement of the License, upon the prior notice to and approval by the Village of Greenport, LIPA shall have limited temporary access to the License Property during normal business hours, for the limited purpose of conducting all studies, tests, examinations and surveys necessary to design and construct the Licensed Work. LIPA shall perform any of the work performed under this paragraph 1.2 in a safe and workmanlike manner, without substantial disruption of any properties adjoining the License Property, and subject to the other provisions of this Agreement with regard to damage, repair and indemnification.

2. Term of the License.

2.1 Term of the Temporary Construction Access License.

Subject to Section 7.11, the term of the Temporary Construction Access License shall commence on September 12, 2017 and end on May 15, 2018, or such earlier time that (1) the Licensed Work or project that is the subject of this License Agreement is abandoned by LIPA (abandonment being where the Licensed Work is discontinued by LIPA and or its contractors or subcontractors for thirty (30) consecutive business days); or (2) the License is terminated by action of the parties or by operation of this Agreement or the Utility Easement Agreement; or (3) completion of the Licensed Work, exclusive of any time required to perform and complete restoration and resurfacing more fully described herein; or (4) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement. LIPA shall continue to be bound by the applicable terms and provisions of this Agreement on its termination.

2.2 Reservation by Village/Non-Exclusive Use.

Provided that such contemplated Village use does not constitute any additional significant and immediate risk, interference and/or disruption to LIPA's use, all right, title, interest, occupancy and use in and to any area of the License Property which may be used and enjoyed without interfering with the License conveyed by this Agreement are reserved to the Village, provided, however, that the Village shall not interfere, disrupt or additionally significantly increase LIPA's immediate risk in performing its activities contemplated hereunder, including the Village's construction, installation or maintenance of any buildings or other improvements (not including normal paving) which may interfere with construction access, or develop, landscape, or beautify any license area in any way which would materially or substantially increase the costs to LIPA of installing the Improvements or restoring any of the License Property after such installation.

3. Consideration

The financial consideration to be paid by LIPA to the Village, and the work to be done by LIPA, as consideration for the License granted to LIPA under this Agreement is as follows:

3.1 Access Fee

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum upon the full execution and delivery of this License Agreement; and the Utility Easement Agreement by the Village to LIPA. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for the License contemplated in this Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees (the "Resolution"), to be adopted simultaneously with the execution of this Agreement, that the account be established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement. A copy of the Resolution is attached hereto as Exhibit "D", and made a part hereof.

C. The fee monies shall be retained in the segregated account until LIPA obtains any and all

necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination,, upon which the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. LIPA shall apply for an diligently pursue all necessary permits and approvals. In the event that LIPA, after a due diligent attempt is unable to obtain any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall retain and disburse from the established account to the Village of Greenport general fund, not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated hereunder and in the Easement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village.

3.2 Fifth St. Resurfacing

A. LIPA shall, upon the conclusion of the Licensed Work, but no later than November 12, 2018, at LIPA's sole expense, resurface in its full width, from curb to curb, Fifth Street, from State Route 25 to its terminus at the "Fifth Street Beach", including but not limited to all areas in Exhibit A.

B. The specifications of the resurfacing are subject to Village review and approval and must, at a minimum, consist of milling existing pavement and overlay of at least two (2) inches of asphalt, and shall be consistent with the specifications of other Village agreements for similar work that are in force and specifications that are in effect within one (1) year of at the execution of this Agreement

C. Resurfacing shall not commence until the ground of Fifth Street has adequately settled following completion of construction.

D. Except for any temporary patch or temporary repair, once commenced resurfacing

shall continue until completed, provided, however, there shall be no resurfacing work done during the calendar months of July and August without prior written approval from the Mayor and Village Board of Trustees. The surface of Fifth Street shall remain in a drivable condition at all times during the Project, except for any limited area that is temporarily directly in the area of the Project Work.

E. The LIPA plans for resurfacing including but not limited to the specifications of the resurfacing work shall be provided to the Village on or before March 31, 2018.

F. LIPA shall require its road resurfacing contractors and/or subcontractors to obtain and provide the Village with a two year performance and maintenance bond ensuring the quality, proper completion, and maintenance, of the resurfacing work which shall be in the amount of the total contract amount of the resurfacing work, shall run for a term of two years from the date, as mutually agreed by Servco and the Village, of the completion of the resurfacing work, which performance and maintenance bond shall be in favor of the Village of Greenport and name the Village as a bonded beneficiary of the performance and maintenance bond; provided, however, such performance and maintenance bond shall not cover acts, omission or damaged occasioned by the Village or third parties.

3.3 Overhead and Underground Circuit Reinforcement

In performance of LIPA's previously scheduled reliability upgrades to the T&D System, LIPA shall, at LIPA's sole expense, reinforce and rearrange an existing overhead and underground circuit ("Overhead Circuit Reinforcement") from LIPA's Southold substation terminating at the metering point near Silvermere Road., reconfiguring a circuit which shall be equal to the capacity of the existing LIPA supply cable to the Village and be located underground from the Southold substation to a point east of Chapel Lane, then continue overhead to the metering point, such supply circuit to ultimately improve electric power reliability to the Village's residents and to LIPA's customers. The new circuit shall include remote switching to enable remote transfer from the normal supply circuit to the other.

3.4 Village Liaison

A. The Village shall appoint and LIPA shall recognize a dedicated liaison to interface with LIPA's project manager for the purposes of addressing concerns from residents or property owners regarding compliance with any applicable terms and conditions contained

within this Agreement or other aspects of the Licensed Work set forth under this Agreement which shall be reasonably addressed by LIPA's project manager in a timely manner.

B. LIPA shall provide a dedicated telephone number and email address for the project manager for communications from the Village Liaison. The LIPA project manager shall respond to the Village Liaison communications as soon as practicable but not later than the close of the next business day after receiving any such request from the Village Liaison. LIPA shall also provide a phone contact number for communications from the Village Liaison or the Village Government during nonbusiness hours for a live contact and respond on a as needed basis accordingly. A log shall be kept by the Village and made available to the LIPA and the public of any email and telephone communications between the Village Liaison and the LIPA project manager and any applicable response(s) including any actions taken by the party responsible for performance; provided, however, any confidential, proprietary and/or privileged information shall be redacted for such public disclosure accordingly.

3.5 Lead Agency Status

The Village agrees to LIPA being lead agency for the SEQRA review of the project contemplated hereunder, and LIPA agrees that the Village shall continue as an involved agency in the SEQRA review of the project.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction.

LIPA shall bear and promptly pay without the imposition of any lien, public improvement lien or charge on or against all or any portion of the Village Property or any other village property, all costs and expenses of LIPA's construction and maintenance of the improvements, including but not limited to drilling, road opening, road closing and road paving, and the installation of the distribution line on Village Property, and the any other associated work. In the event that a lien or public improvement lien is filed as a result of LIPA's work, then the lien must be bonded, satisfied or removed by LIPA within thirty (30) days of the filing thereof.

4.2 Compliance With Laws and Permits

LIPA shall perform the Licensed Work in a safe and workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code and applicable industry standards, it being understood that LIPA is subject to Greenport

Village Code in this instance because the Village is outside LIPA's service territory, LIPA's exemption from the jurisdiction of local municipalities notwithstanding. LIPA shall be responsible to obtain and maintain any and all permits that are required and applicable to LIPA for the work contemplated in this Agreement and for the cost and continuation thereof, including but not limited to any permits required by the Metropolitan Transportation Authority, the United States Army Corps of Engineers, and the New York State Department of Environmental Conservation and Department of State, if any and to the extent applicable.

4.3 Limited Disruption of Fifth Street and Fifth Street Beach

A. Provided that such contemplated Village use does not constitute any substantial nor immediate risk, interference and/or disruption to LIPA's use, and except as provided herein, Fifth Street and the Fifth Street Beach shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder. The Fifth Street park, including the "cable crossing" house, Osprey nest, Dock, "filleting table" and playground equipment will be materially unaffected by the License Work. Within a commercially reasonable timeframe, LIPA shall leave such respective properties in substantially similar condition as they were in before the Project Work commencement, reasonable wear and tear not caused by the Licensed Work, damage from the elements excepted, and shall indemnify the Village for any damages to Village areas attributable to and caused solely by LIPA per the applicable indemnity provision(s) under this Agreement.

B. With prior notification from LIPA's project manager to applicable impacted residents, the License Work shall provide for and allow access by Fifth Street residents to their driveways and properties at all reasonably safe, and risk-free times, and will provide for and allow access to Fifth Street and the Fifth Street Beach by essential and emergency service vehicles. Residents/property owners or properties adjoining the Project Work on Fifth Street will be notified by LIPA, of any anticipated planned and material impacts affecting the applicable Project Work area(s) not less than forty-eight (48) hours prior to such anticipated planned and material impacts by personally delivered notification, or email notification to such applicable property owners/residents attention; provided, however, that the respective mailing addresses and email addresses of the respective residents/property owners or properties adjoining the Project Work of Fifth Street shall be provided to LIPA prior to Project Work commencement.

C. LIPA shall plan with the providers of emergency services, including but not limited to the Greenport Fire Department, the Village of Greenport, and the Southold Town Police so that all the emergency service providers, including but not limited to fire, ambulance, and police, shall have access to all homes, businesses and other buildings on Fifth Street and Front Street at all times during the Project Work.

4.4 Restoration.

LIPA shall be obligated upon the expiration or termination of this Agreement, or on the abandonment of the Project, to restore the areas affected by the License and Licensed Work, as required by this Agreement, and any other areas of private or public property that are disturbed by LIPA's exercise of any of its license rights under this Agreement, to the condition in which those areas existed prior to the commencement of the Licensed Work, reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental conditions solely caused by LIPA. , subject to inspection by the Village, without any exception or set-off. Any installed conduit and manholes shall remain after the removal of any LIPA cables or other equipment by LIPA.

5. Insurance

5.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, for the term of this Agreement, insurance for damages, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York, covering all operations during the term of the Temporary Construction Access License Agreement. All insurance provided herein shall name the Village of Greenport as additional insured and LIPA shall provide the endorsement page of the insurance policy indicating compliance with the required coverage of the Village of not less than the following types and amounts prior to the commencement of any Work under this Agreement:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Village, LIPA, LIPA and their Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of

New York covering the Village, LIPA, and LIPA and their Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than: Bodily injury each occurrence: \$ 2,500,000 Per Annum Aggregate \$ 10,000,000 Liability property each occurrence: \$ 10,000,000 Per Annum Aggregate \$ 20,000,000 General Liability Insurance each occurrence: \$10,000,000 Aggregate \$20,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any Contractor or Subcontractor for any losses which may be due to vandalism, theft or malicious mischief. LIPA shall be permitted to self-insure its insurance obligations hereunder.

6. Responsibilities of LIPA

6.1 LIPA agrees to design and construct, at its sole expense, the construction and staging area(s) as more fully depicted on Exhibit(s) C1 and C2 attached hereto and made a part hereof. The construction and restoration of the Construction Staging Area shall be secure at all times, as deemed commercially reasonable and necessary by LIPA, with secure chain link fencing as appropriate and respectful of the neighborhood.

6.2 LIPA shall maintain the Construction and Construction Staging Area in good condition at all times, keeping them free of trash and other debris, and in a neat and orderly condition. LIPA shall maintain all areas that are not part of this Agreement as free from any construction debris or trash.

6.3 LIPA shall provide proper signage in the area of the License Work so as to maintain public safety and minimize public or property owner inconvenience to the fullest extent possible.

6.4 LIPA shall provide the Village with a telephone number and email address for reporting damage to Village infrastructure in accordance with Section 3.4(B) herein. With regards to critical Village infrastructure, including without limitation water and sewer lines, LIPA shall respond immediately to (but in all cases not more than three (3) business days from the date of

email notification to LIPA, for all infrastructure damage, to repair any damage caused by LIPA or LIPA's contractors. LIPA shall perform all work in a good workman like and timely manner. In the event of damage to Village water or sewer infrastructure solely caused by LIPA or LIPA's contractors, in the event that LIPA does not respond on an immediate basis, the Village of Greenport may initiate repairs and LIPA shall be responsible to the Village for the Village's actual, documented, commercially reasonable and necessary costs for the repair. Notwithstanding anything to the contrary contained herein, LIPA's obligations hereunder shall not apply to any liabilities, losses or damages to the extent attributable to Village's acts, omission, negligence and/or misconduct.

6.5 Prior to Project Work commencement, LIPA shall provide email notification to the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, to devise a plan to minimize public inconvenience and any adverse impacts of Village or essential services, including but not limited to any road closure schedule; provided, however, that the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, shall submit their respective email addresses to LIPA's project manager prior to Project Work commencement.

6.6 LIPA shall require all contractors and subcontractors to have the same insurance requirements as the insurance requirements imposed on LIPA herein.

6.7 LIPA shall substantially complete the re-paving and restoration as soon as LIPA has completed the License Work, but not later than November 15, 2018, subject to no Village delay, third party delay and/or Force Majeure. Additionally, in the event that LIPA shall fail to substantially complete the re-paving and restoration after November 15, 2018, LIPA shall be liable to the Village of Greenport for a penalty of ten thousand dollars (\$10,000) per business work day for each business work day that LIPA shall have been deemed to have failed to substantially complete the re-paving and restoration after November 15, 2018.

6.8 LIPA and its contractors and subcontractors shall work and perform the Licensed Work and the construction covered thereby, during the hours of from 7 a.m. until 6 p.m.. Monday through Saturday only. Except for three (3) separate incidents of subsurface drilling and related conduit installations to occur Monday through and including Saturday only but in no case later than midnight, the work hours of 7 a.m. through 6 p.m. shall be inclusive of all work including

preparation, set-up and clean-up and there shall be no site work outside of those hours as detailed in this paragraph. There shall be no construction or Licensed Work, including but not limited to drilling, on Sundays or any New York State designated holiday.

6.9 LIPA and the Village acknowledge and agree that the Village of Greenport has provided comments to LIPA regarding certain concerns of the Village with respect to the information provided by LIPA on the Full EAF Parts 1., 2., and 3 and LIPA shall evaluate such comments and provide any responses as part of the SEQRA process.

6.10 LIPA shall provide secure work areas and shall take reasonable actions to secure LIPA's work and construction sites in the Village.

7. General Provisions.

7.1 Effective Date.

This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

7.2 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7.3 Notices.

Any notice permitted or required by this Agreement shall, unless otherwise provided herein, be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk

236 Third Street
Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

7.4 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

7.5 Design, Construction and As Built Plans.

Not less than sixty days prior to the commencement of construction and subsequent construction and repairs in the Utility Easement Area, LIPA shall provide the Village with pre-construction design and construction plans certified as compliant with all relevant and applicable codes and statutes. Upon the completion of the construction in the Utility Easement area, and

otherwise on request, LIPA shall provide the Village with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area. LIPA shall also provide the Village with CAD file drawings or plans of the location of the Village of Greenport utilities in the areas of Front Street and Fifth Street, which shall become the property of the Village, to the extent such intellectual rights are transferrable, and shall be retained by the Village in the event of a refund of a portion of the access fee pursuant to Section 3.1(D) herein.

7.6 Abandonment of Project.

Subject to 7.11, LIPA shall have abandoned the Project when the Licensed Work is discontinued in its entirety by LIPA and or its contractors or subcontractors for thirty (30) consecutive days.

7.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this agreement.

7.8 Indemnification and Hold Harmless

A. LIPA and its successors and assigns, and contractors and subcontractors shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment or property that is caused by or results from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors.

B. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's use of the License Area under this Agreement, including

properties that immediately adjoin the Project Work on Fifth Street, the performance of the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project. Notwithstanding anything to the contrary contained in this Agreement, LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or third party acts, omission, negligence and/or misconduct

7.9 Liquidated Damages

Subject to Village delay, no third party delay and/or Force Majeure, in the event that LIPA fails to substantially complete the work contemplated herein by May 15, 2018, (exclusive of any restoration and repaving) including, the removal of all equipment and materials required herein, then commencing May 16, 2018, LIPA shall pay the Village liquidated damages in the amount of ten thousand dollars (\$10,000) per day for each applicable business work day (Monday through and including Saturday) commencing May 16, 2018 until the date that work under the provisions of this Agreement has been substantially completed and all equipment and materials belonging to LIPA and or LIPA's contractors and sub-contractors has been removed from the Village Property Fifth Street. The Village and LIPA agree that the liquidated damages amount provided for herein is a fair and reasonable amount due to potential for significant harm to the Village and its residents and the fact that the amount of damages may be uncertain.

7.10 Force Majeure

In the event that the work contemplated herein is delayed by any event, act or occurrence that is out of control of LIPA and/or its contractors or subcontractors, the time deadlines for performance or completion shall be extended for up to and adjusted accordingly.

7.11 Unforeseen Delays, Disruption of Work.

Subject to section 7.11, In the event that there is a delay or disruption of the Licensed Work occasioned by an Act of God, hurricane or superstorms, tornadoes, earthquakes, extraordinarily high tides, violent winds, floods or other natural disasters lasting more than one hundred eighty (180) continuous days, either party, may terminate the Agreement and Access Fee shall be refunded by the Village to LIPA, on a pro-rata basis, accordingly.

7.12 Merger

All agreements and understandings between the parties covering the subject matter of this Agreement are contained in this Agreement and the parties do not have any agreement or understanding that is not reflected in the language herein.

7.13 Modification

The terms and conditions of this Agreement may only be amended or modified by a written document that is executed by all parties.

7.14 Default and Termination, Violation, Abandonment

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the specific default or failure to fulfill the obligations of this Agreement. The breaching party shall have ten (10) days from the receipt of the notice to commence to cure the default or failure. If curing such default or failure cannot be reasonably commenced within said ten (10) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the default or failure, then the parties may mutually agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured the default or failure as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be thirty (30) days from the date of mailing the Notice of Termination. The Notice of Termination shall be effective for all purposes when received via United States Mail, by certified mail, return receipt requested and regular mail.

C. Upon an abandonment of the Construction Work or Project, the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default, and then serve a Notice of Termination, terminating the Agreement.

D. (1). In the event that the Village alleges that LIPA has violated the limits of the times or days during which the Licensed Work is permitted, or the requirement of this Agreement that LIPA shall comply with any portions of the Greenport Village Code applicable to LIPA, and the requirement that LIPA comply with other applicable Federal, State and local laws and regulations, beyond any applicable notice, grace and/or cure period, then the Village, in its sole discretion, shall, without waiver or forfeiture of, or prejudice to, to issue a five (5) day written notice of violation to LIPA, specifying the date and nature of the alleged violation.

(2). If the alleged violation stated in the five (5) business day written notice of violation is not commenced to be cured within the specified five (5) days then beginning on the fifth day that the violation shall have existed, LIPA shall be liable to the Village of Greenport for any actual, documented damages and out of pocket costs incurred by the Village.

(3). This provision is not exclusive of the provisions on default in 7.15 (A), (B) and (C) stated above, and if a violation is not commenced to be cured by LIPA after the service of a notice of violation the election by the Village to serve a notice of violation shall not be exclusive or preclude the service of a notice of default and then termination pursuant to the provisions of this Agreement in Paragraph 7.15(A), (B) and (C) herein.

7.15 Failure to Act/Waiver

The failure by the Village to declare a default by LIPA where LIPA is in default or breach of any provision of this Agreement shall not be a waiver of that default by LIPA or of any of LIPA's rights hereunder. The waiver by either the Village or LIPA, or both, of any of its rights with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

7.16 Termination

This Agreement along with its rights and privileges, shall terminate when the purpose of this Agreement, as described in this Agreement, ceases to exist, is abandoned by LIPA as provided in this Agreement, becomes impossible of performance, or upon action by the Village in terminating this Agreement.

7.17 Property or Transfer Taxes or Assessments.

LIPA shall be responsible to pay any property or transfer taxes or assessments attributable to or assessed upon this agreement or transaction, or upon the License Area, the Utility Easement Area as defined in the Utility Easement Agreement or LIPA's equipment in the Utility Easement Area.

7.18 No Representations by Village

LIPA acknowledges that the Village has not made and does not make any representations with respect to the Village Property or its condition and that LIPA is not relying on any representations of the Village or the Village's agents with respect to the condition of the Property. This License grants LIPA the privilege and permission to occupy or use the Property depicted in

Exhibit A in its present condition “as is” without any warranties and subject to the conditions set forth herein.

7.19 Protection for the properties adjoining the Project Work on Fifth Street

The parties acknowledge that LIPA has agreed by this Agreement to take certain actions to protect the interests and the properties of the owners of the properties that are adjacent to the Project Work on Fifth Street, including but not limited to the Village Liaison provided in Section 3.4, the limited disruption of Fifth Street and Fifth Street Beach, the obligation for restoration of private or public property provided in Section 4.4 Restoration and the indemnification and hold harmless provisions of Section 7.8.,

7.20 Applicable Law and Venue

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

7.21 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

7.22 Severability

If any provision of this Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

7.23. Non-precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA’s service territory. As such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions unrelated to the transactions contemplated hereunder.

IN WITNESS of this, the undersigned have executed this Agreement as of this _____ day of _____, _____ and have hereunto affixed their seals the day and year just above written.

Village of Greenport:

By: _____

LONG ISLAND ELECTRIC UTILITY SERVCO,
LLC (“LIPA”) as agent of and acting on behalf of
LONG ISLAND LIGHTING COMPANY d/b/a
LIPA (“LIPA”)

By: _____

DRAFT

Exhibit A

DRAFT

Exhibit B

DRAFT

Exhibit C

DRAFT

DRAFT

Exhibit D

DRAFT

DRAFT

STATE OF NEW YORK)

)SS:

COUNTY OF SUFFOLK)

On the _____ day of _____, in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC:

DRAFT

STATE OF NEW YORK)

)SS:

COUNTY OF SUFFOLK)

On the _____ day of _____, in the year 2017, before me, the undersigned,
personally appeared _____ personally known to me or proved to me on the
basis

of satisfactory evidence to be the individual whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his capacity, and that by his signature on
the instrument, the individual, or the person upon behalf of which the individual acted, executed
the instrument.

NOTARY PUBLIC:

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION ESTABLISHING A SEGREGATED
RESERVE ACCOUNT FOR DEPOSIT OF ACCESS FEE FOR
TEMPORARY LICENSE CONSTRUCTION ACCESS AGREEMENT
WITH LIPA

WHEREAS the Board of Trustees of the Village of Greenport and the Long Island Electric Utility Servco, LLC ("Servco") as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553 (jointly the "Parties"), have entered a Temporary Construction Access License Agreement, dated April __, 2017, (the "Agreement"), and

WHEREAS Section 3.1 of the Agreement provides that the Access Fee in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) to be paid pursuant to the Agreement, and as provided in Section 3.1 of that Agreement; and

WHEREAS pursuant to that Section 3.1 the Board of Trustees of the Village of Greenport is to establish a segregated account to be indicated as a trust and agency account of the Village of Greenport, where the deposit of the Access Fee is to be made and to be held for the sole purpose of fulfilling the agreement of the parties in accordance with the Agreement, and pursuant to that Section 3.1; it is therefore hereby

RESOLVED the Board of Trustees hereby authorizes the creation of a segregated account to be opened and maintained for the sole purpose of fulfilling the terms and conditions of the Agreement of the Parties as outlined in detail Section 3.1 of the Agreement, as further stated as follows as provided in the Agreement, only:

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum amount upon the full execution and delivery of original copies of this License Agreement and the Utility Easement Agreement. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for License the use and transactions contemplated in the Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees that the account is established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement.

C. The fee monies shall be retained and refundable in the segregated account until such time LIPA obtains any and all necessary permits, approvals and final SEQRA determination (collectively, the "Approvals") to commence the Licensed Work and enter into the Utility Access Agreement, upon full and unconditional receipt by LIPA of the Approvals, the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. In the event that LIPA, after a due diligent attempt is unable to obtain the Approvals, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall unconditionally and immediately disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall disburse from the established account to the Village of Greenport, an amount not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated in the License Agreement and the Utility Easement Agreement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village.

RESOLVED that the segregated account shall only be opened and maintained in accordance with this Resolution and Section 3.1 of the Agreement only and that on the authorization of the Village of Greenport to disburse the monies deposited to the Village of Greenport as provided in Section 3.1 of the Agreement, the Village Treasurer of the Village of Greenport is hereby authorized to transfer the Access Fee monies from the trust and agency account created herein to the Village of Greenport General Account without further action by the Board of Trustees.