## VILLAGE OF GREENPORT

 COUNTY OF SUFFOLK STATE OF NEW YORKBOARD OF TRUSTEES REGULAR SESSION

Third Street Firehouse Greenport, New York

May 25, 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

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(The meeting was called to order at 7 p.m.)
MAYOR HUBBARD: I call the meeting to order. Pledge to the flag.
(A11 stood for the Pledge of Allegiance)
MAYOR HUBBARD: Please remain standing for a moment of silence for Marie Ellen Bondarchuck, Jane Hughes Parker, Greta Levine Tedoff. And also on this Memorial Day weekend, for all service members that have lost their lives protecting our country.
(A11 remained standing for a Moment of Silence)

MAYOR HUBBARD: Thank you. You may be seated. Okay. We've got a couple of announcements.

Village Offices will be closed on May 29th in honor of Memorial Day.

The annual Fire Department Carnival will be held from May 25th through May 29th, with fireworks scheduled for May 27th. As usual, for the Memorial Day carnival, it's raining. (Laughter)

MAYOR HUBBARD: That's usually how it starts out for them, unfortunately, but, you know, it's going to get better.

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Also, I want to -- it's not on the agenda, but we have our Greenport parade at 8 o'clock on Monday morning, leaving from Adams Street down to the Railroad Dock, and then back here for refreshments with the Boy Scouts, Girl Scouts and the whole community. So I want everybody to know, come on and join us. You can march with us down there. It's a very -- it's a nice hometown event, so I'11 open that to everybody.

Also, the Town-wide parade is going to be in Mattituck at 10 o'clock, starting at the Legion Hall catty-corner from the firehouse, and that's stepping off at 10 o'clock.

That's all I had for announcements.
CLERK PIRILLO: Excuse me, Mr. Mayor.
MAYOR HUBBARD: Yes.
CLERK PIRILLO: If I may, there is an additional announcement, just for a moment. I have a thank you for Mayor Hubbard from the kindergarten class for their recent Carousel rides, which he personally provides every year, so they just wanted to say thank you.

MAYOR HUBBARD: Okay. Well, thank you. I'm glad they had fun.
(Laughter)

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CLERK PIRILLO: They did. Thank you.
MAYOR HUBBARD: Okay. We have a public hearing, Peconic Land Trust Wetland Permit Application, at the corner of Fourth and Clark Streets. It's been advertised to have the public hearing. We had a discussion about it last month. We've -- Liz Smith from the CAC will read their report. Come on up and fill us in on what you've got on it, and then we'll open up to the public to discuss the project.

MS. SMITH: Mayor, Board, thank you. I'11 read you a note that serves as the Conservation Advisory Council's report for the Peconic Land Trust Wetland Permit.

We met with representatives of the Peconic Land Trust at the site, at the property at the end of Fourth Street, that was last week, to discuss that application. The project involves beach replenishment by the addition of sand, cobble and plantings, as detailed in their application paperwork. Peconic Land Trust explained the reasoning for this work and the methods and timing of construction.

They indicated they've been working with the New York State DEC on this project for some

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time, and are -- they're refining the design of the replenishment and have formally applied to DEC for a permit. They're also aware that they need a U.S. Army Corps of Engineers permit, so they're -- that's moving forward. There'11 be approximately 2,000 yards of material delivered by truck. They expect the planting to place -to take place in the fall and winter with the help of volunteers.

The CAC recommends approval of the permit, does not have conditions or changes to the design.

We request the permit have a term of two years, and if the applicant modifies or changes the design in any way during the term, the project be resubmitted for approval.

Other issues discussed, just to give you a quick heads-up, although not directly related, we did have a very long discussion. They were fabulous. With the proposed six-foot perimeter deer fence and observation platform, the CAC members suggested a different fence would make the site more aesthetic. A lower fence would avoid Zoning Board requirements -- right now it's at six feet, and it is a corner lot -- as the
height requirement for our code is four feet.
And Peconic indicated they were no longer planning a platform, but will consider changing the design of the fence and clearing the perimeter to improve the viewing at the site.

Present, myself, John Saladino, Paul
Kreiling, Paul Pallas. That's all I have.
MAYOR HUBBARD: Okay. Thank you very much.
MS. SMITH: Any questions, just while I'm -- it seems that if one of us is standing up here, if we can answer any questions, I'd be happy to.

TRUSTEE ROBINS: You mentioned 2,000 yards of fill. I'm assuming that's clean sandy fill.

MS. SMITH: Yes.
TRUSTEE ROBINS: Thank you.
MS. SMITH: So they said.
MAYOR HUBBARD: Okay.
MS. SMITH: Great. Thank you.
MAYOR HUBBARD: Thank you. Okay. Open up the floor to the public that wants to speak about this public hearing, if anybody wants to comment on $i t$.
(No Response)
MAYOR HUBBARD: Okay. Do you gentlemen

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have anything you want to add to the project? I know we talked about it last month. Anything you want to add or --

MR. SWAIN: Steve, you have anything?
MR. SCHOTT: Just looking forward to working with the Village.

MAYOR HUBBARD: That's fine. Okay. I'11
offer a motion to close the public hearing, then.
TRUSTEE PHILLIPS: I'11 second it.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. We will
discuss that and put it on the agenda to vote on that next month, and that will be our June meeting. And then you can start working on -you know, get your other permits. Normally, you get Army Corps and DEC first, or work on that stuff, and then when you have that, you bring it to us and then we'11 approve our portion of it.

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MR. SWAIN: Okay.
MAYOR HUBBARD: Okay?
MR. SWAIN: Sounds good. Thank you.
MAYOR HUBBARD: A11 right. Thank you both for coming again.

Okay. Now I'd open to the public to address the Board on any topic.

MR. SWISKEY: William Swiskey, 184 Fifth Street.

On the -- I guess it's Resolution \#18, it has do with the $\$ 800,000$ bonding for roads and sidewalks.

MAYOR HUBBARD: Okay.
MR. SWISKEY: We're borrowing 800,000, the total we're borrowing is 800,000 .

MAYOR HUBBARD: Correct.
MR. SWISKEY: I mean, because it was mentioned in the paper 125,000, and 31,000, I guess, of CHIPS money. That's -- we are borrowing 800,000 , so basically we're paying back around 900,000 plus, even if we get $2 \%$.

MAYOR HUBBARD: It would be $\$ 116,000$, was the projected interest payment on it.

MR. SWISKEY: Yeah. See, that's what I figured about.

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MAYOR HUBBARD: Okay.
MR. SWISKEY: The percentage-and-a-ha1f to $2 \%$.
MAYOR HUBBARD: Right. The 125,000, just to clarify, that's a grant from the State, from Ken LaValle worked on a grant for doing the paving, paying for their portion of paving Main Street.

MR. SWISKEY: Oh, all right. So, anyway, I mean, so we're paying back basically $\$ 90,000$ a year over 10 years.

MAYOR HUBBARD: Uh-huh
MR. SWISKEY: A11 right. That's someplace in that neighborhood. Because there was a statement in the paper that we raised $\$ 85,000$ in fines and that would pay it, and we all know that we have to pay our TCO about 40,000 a year, I guess he makes; plus, is he married or single?

MR. PROKOP: I don't think you should --
TRUSTEE ROBERTS: Personal question.
MAYOR HUBBARD: Yeah.
MR. SWISKEY: No. I mean, we're paying his hospitalization. I'm trying to get the number that we're paying for him.

MAYOR HUBBARD: Okay. I don't know if he has a family plan or a single plan, I'm not sure

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of that.
MR. SWISKEY: Anyway, anyway, so that's another 12,000 on top of the 4 , plus the -- plus the eyeglass thing, and the retirement, and the Social Security. So we're not going -- you're not going to have $\$ 85,000$ to pay this bond, is what I'm saying. Probably 50\% of the cost of this bond is going -- is going on the tax bill, is what -- that's what I'm trying to guess is -am I someplace close?

MAYOR HUBBARD: Somewhere around there. We have some bonds that are going to be paid off in the next fiscal year when this actually hits.

MR. SWISKEY: Yeah.
MAYOR HUBBARD: And we'11 have some other bonds that will be paid off.

MR. SWISKEY: Yeah.
MAYOR HUBBARD: The exact number, we won't know that until we get into the next budget year. I believe half of that will be coming from reduced payments on bonds that we're paying now that will be maturing in 2018.

MR. SWISKEY: Are they Fire Department bonds or --

MAYOR HUBBARD: No, they're regular,

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regular bonds. Some of the Fire Department bonds are being taken care of also. They're going to be paid off, but that's staying in the Fire Department fund. These are funds that are -bonds that are in the General Fund.

MR. SWISKEY: Yeah, that's what I mean, because there isn't that many bonds in the General Fund except the Mitchel 1 Park bond, and that's not paid off until 2024, if I remember.

MAYOR HUBBARD: I didn't bring the spread sheet with me, but I'11 offer to share that with you tomorrow.

TRUSTEE PHILLIPS: I'm sorry, Bil1.
MR. SWISKEY: I'd love to, because if it's 50 or $\$ 60,000$, it's a tax hike. It's $5,6,7 \%$ at least, right? I understand the Treasurer isn't here, but --

MAYOR HUBBARD: No. Yes, if it was $\$ 60,000$, it would be a $6 \%$ tax increase.

MR. SWISKEY: Yeah. All right.
MAYOR HUBBARD: But we're going to work, whatever we can, to make sure that we don't have to do that high.

MR. SWISKEY: A11 right.
TRUSTEE PHILLIPS: I'm sorry. Mayor, can I

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ask Mr. Swiskey a question? Because I'm a little confused in your statement. Are you stating that 85 -- where did you get this $\$ 85,000$ total from? Was it --

MR. SWISKEY: I got it from -- on a Facebook post, all right? I mean --

TRUSTEE PHILLIPS: 85,000 for what?
MR. SWISKEY: That there was the amount that the TCO brought in, in other words, in fines and whatnot.

MAYOR HUBBARD: That's part of --
TRUSTEE PHILLIPS: Okay.
MAYOR HUBBARD: One of the newspaper articles says that there's increased revenue of 85,000.

TRUSTEE PHILLIPS: Oh, okay.
MAYOR HUBBARD: And that's posted as --
TRUSTEE PHILLIPS: I'm sorry. I'm a little confused.

MR. SWISKEY: Yeah, that's what I was trying to get it.

TRUSTEE PHILLIPS: You're meshing them al1 together.

MAYOR HUBBARD: Yes.
MR. SWISKEY: That didn't take into account

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that we have to pay the TCO.
MAYOR HUBBARD: His salary and everything else, yes, so --

TRUSTEE PHILLIPS: Oh, okay.
MR. SWISKEY: Yeah. So what you get out of him is not anywheres near the money that it would take to pay this 90,000 a year.

MAYOR HUBBARD: Uh-huh.
MR. SWISKEY: Anyway, it will probably be 5 or $6 \%$, in my calculations, but $I$ could be wrong, because I don't have all the figures.

But, anyway, the part down there on Main Street between Center and Bay Avenue, you realize you're going to lose about six full grown trees.

MAYOR HUBBARD: Six trees, yes, and two would be replaced

MR. SWISKEY: And if you go back 21 inches, then you got to go back another 12 inches with the telephone poles. They're basically almost in the middle of the sidewalk, because the piece of sidewalk that you -- I don't know if anybody's looked at a map or a deed --

MAYOR HUBBARD: Huh-huh.
MR. SWISKEY: -- but a part of that sidewalk that's there is actually owned by the
buildings. I think we have a sidewalk that might be 36 or 40 inches wide. I mean, I would -- has anybody gone down there and actually put marks on the cement, which you usually should do? You know, well, we're cutting this, we take this, we put in paint, and then we stand and look and say, "Wow." Has anybody actually done that?

MAYOR HUBBARD: Yes, we have. Did we paint lines on the street? No. We took a straight line from the corner of Bay Avenue by the bank to where Emilio's is, and those roads are -- back at this point, that one block is out farther than the rest of them. We took a straight 1 ine down from Clarke's Garden to the bank, and going straight down there and seeing where the road could go back to.

MR. SWISKEY: You know, many years ago, if you look, it's only part of it my Emilio's, because then it kicks back out. We did that way back when, I forgot who was Mayor. John Costello I think was on the Board. And we could get away with it there because we could stick the telephone pole almost on Emilio's property, on the inside of the sidewalk, because there was no buildings or walls there. I mean, I'm looking at
it and it's going to be tough. Plus, you want to make sure that your wires, when they're on the arms, don't wind up over somebody's private property. They have to stay on public property, and you got a six pin eight foot arm.

You know, the easiest solution down there would be just to restrict these spaces to compact cars. That would give you another two foot on each side. Your problem down there is SUVs, big truck vans and large pickups. I mean, you could save a lot of money, because it's going to cost you a lot of money to move those poles, cut those trees. And you should really give it some consideration. I mean, it's a simple thing. You pass a Village ordinance, no -- no big cars, small pickups and compact cars. They do it in other places and you don't lose the parking spaces. But that's a Board decision.

I know there's a lot of people that are not happy about cutting those trees, but I'm not a tree lover anyway.

Now the -- going to Resolution 1723, I see the -- we're finally making the Ferry apply for a wetlands application to replace their pilings. They've been getting away with that for years.

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And those pilings are actually in the Village property on Village harbor, you realize that, don't you? They're not on MTA property. The MTA doesn't own the bottom of that bay there, you do.

MAYOR HUBBARD: Yeah, you've told us that before, yes.

MR. SWISKEY: So you should be charging them for placing their pilings there. I mean, you should get an annual rent out of them, for a minimum, for the pilings. I don't care if it's 10 grand or something, but, you know, that inconveniences us something awful.

Oh, and that leads me to a question I want to ask the Attorney. How are we progressing with our Ferry fee?

MR. PROKOP: We -- good.
MR. SWISKEY: Good? Does that mean we're going to get it or --

MR. PROKOP: If you're -- excuse me. If you're responding -- if your question is with regarding to the referral to what's now the New York State Office of Comptroller, the next thing that will happen is $I$ was hoping to set up a conference call between one of the -- between the Village Administrator, myself and New York State,
so we could come to a conclusion of that referral process. That hasn't happened before tonight's meeting, but $I$ think that that will be the next step with that.

MR. SWISKEY: Because this has been going on quite a while. We don't have an answer from the State yet or --

MR. PROKOP: Not any different from the answer that I gave you the last time that you asked me.

MR. SWISKEY: Because it just seems to me -- I mean, I know the State's slow, but it seems to me that we should -- we should have some kind of answer, because this is a lot of money. A dollar a car would -- we could pay that bond off with the yearly fee, and then we could have another one after that and pay it off with the yearly fee. I hope somebody realizes that.

You have to think of the Village first, and the first thing I'd do is I'd tell Shelter Island, "You want to put your ferry pilings on our property, this is what we want." I mean, has anybody been down that road in the last few weeks? I mean, in the morning it's getting to be terrible. They basically take over the road.

The guy that's watching you, he doesn't watch. Somebody parks here, another car pulls up alongside waiting for the ferry, the street's blocked. I go to go down there, I got to holler at him to get through, because that's the way I go when I go down the street. I mean, we should be sending our TCO down there to write tickets. But it's like I say, it's up to you, but I think there's an opportunity to get money to pay off this bond, 90,000 a year. And if we got 100,000 a year from the -- that's all. Let's pay it off. It's -- everybody laughs and we don't -I don't mind bothering the people on Shelter Island, I've got no obligation to them. They don't do squat for me. They don't do squat for anybody in this room. I mean, it's time that this Board took a stand for the Village, and forget Shelter Island.

And there's one more thing I wanted to ask about. I'm got to find it here. I just had it and now I've lost it. Oh, boy. Oh, well, thank you.

MAYOR HUBBARD: A11 right. Thank you.
Anyone else wish to address the Board? Yeah, come on up.

MR. LUDACER: Hi. I'm Ken Ludacer at 133B on Sixth Street, and I just had some comments about the street widening proposed for Main Street.

I can't help but look at the street widening project against the backdrop of the Fifth Street power line excavation plan. Now, in the case of the Fifth Street plan, LIPA's agreed to pay the Village for permission to dig up Fifth Street and lay a power line for Shelter Island's benefit. And at the time, Mayor Hubbard, you were quoted as saying that the money was crucial to the Village. So now, ostensibly, the Village is taking that crucial money and using it for what I think is sort of a dubious, certainly not crucial, Main Street street widening project, a project which $I$ can only guess came into being due to the complaints from a handful of Village residents who are probably not very good drivers.

I drive a van that's probably one to two feet wider than the average car and I don't have a problem, even when there's, you know, full parking on both sides. I don't have a problem staying on my side of the yellow line.

Now this block on Main Street has been the

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way it is for a long time, as long as I've been here, 25 years. So now I think of the months and months of headache that all the Fifth Street residents are going to be going through so the Village could get this crucial money from LIPA, and then to see the Village turn around and spend that cruel money so that a few nervous drivers don't have to feel twitchy during the drive down that block to me just doesn't seem equitable. And that's the end of my comments. Thanks.

MAYOR HUBBARD: Okay. Thank you.
MS. ALLEN: Chatty Allen, Third Street. I'm just confused what the gentleman in front of me just said, because nowhere have I heard or read that the PSEG money is being used for Main Street. I could be wrong, but I was at last week's meeting. PSEG's money, which we have not even gotten yet, who knows when it will actually be in the bank.

As far as Main Street goes, I drive a school bus. If I have to go down that road, I always say, "God, please don't let anyone be coming the other way." I try as much as I can not to use that strip.

I agree, I don't like seeing trees being

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uprooted, but a lot of those trees are uprooting the sidewalk, which is making it dangerous. I know last week it was spoken about certain areas where the trees were going to be -- that you were going to have to do something inside to fix, because they're popping grates up, they're popping sidewalks up. I mean, you may have looked into that maybe these trees can be transplanted somebody else -- somewhere else. But this has been a dangerous road for quite some time, and I think it's a good idea to find a solution to try and prevent accidents from happening.

I mean, people come even with small cars and they're hitting, you know, people's mirrors, their cars where their mirrors are pulled inside. And part of it is people do, no matter where you are, they're driving too fast to begin with.

But when you shrink areas -- I commend you for finding a solution, and if you have to take a few trees out, maybe they can be transplanted someplace else. But if you walk that sidewalk, you will see how the roots from underneath are popping the sidewalk up. So either way, work has to be done there.

I said, you know -- and I have to agree with Mr. Swiskey about the ferry line. It seems like every time I come up, I say, like he said, you need someone to physically -- Trustee Roberts posted a picture. I'm driving, I don't have a phone that takes pictures, otherwise, I would count -- I would take pictures of every intersection.

I can't count the amount of times that I've literally been struck -- stuck on Wiggins Street with my elementary school run not being able to move, because people don't park where -- you know, stay where they're supposed to, they don't stay in their lane, and there's nobody there to help. And there's no way -- if I was in a car, I could jump out and say, "Hey, come here," but I'm in a bus, with a, you know, busload full of elementary students. But I do agree.

I keep hoping each time it gets bad that someone from North Ferry is going to be down there doing what they should. And, like Mr. Swiskey said, they need pilings redone, then you charge them. You make them pay for using what's our property. Thank you.

MAYOR HUBBARD: Thank you.

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MR. SALADINO: John Saladino, Sixth Street.
Is there going to be an Executive Session?
MAYOR HUBBARD: No.
MR. SALADINO: Are there any walk-off agenda items?

MAYOR HUBBARD: Not that I know of.
MR. SALADINO: Okay. A couple of questions, one about Mr. Ratsey's sewer. I think it's Resolution -- well, we know what we're talking about. I'm curious. He's going to put in a pump station. He's going to drill to the wastewater treatment plant.

MAYOR HUBBARD: He's going to go to the main on Moore's Lane. He's not going all the way to the sewer treatment plant.

MR. SALADINO: He's going to -- he's going to drill through Village property and then eventually hook up?

MAYOR HUBBARD: It will go to the -- I believe it's called the force main on the railroad -- I mean, the firemen's track.

MR. SALADINO: I'm curious why, after he does the work, he's going to give the pump station to the Village. Why do we want to assume -- is the pump station going to be on his

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property?
MAYOR HUBBARD: It's going to be on his property. He's giving us the easement for it and we'11 be taking it over.

MR. SALADINO: Well, that's kind of like my question. Why do we want to take over something that has a -- that has a shelf life, something that tends --

MR. SWISKEY: Cost to operate, John.
MR. SALADINO: Well, it tends -- well, not operate, but tends to break and we have to replace it. I could understand the infra - the pipe and stuff that's on Village property. I'm just not sure the reasoning over taking over a piece of equipment that's on his property. I understand he's going to install it at his cost, which is a nice thing, and then give it to the Village, but then we become responsible for it. And if it breaks, we have to pay for it?

MAYOR HUBBARD: Yes, we would. But the intention is also to get some of the other businesses along there to tie into it, to get them off of the cesspools, to tie into it that, so it would be a revenue generator for the Village, and they'd be paying monthly fees for
the usage. It's very similar to the deal we did with Cliffside Condos. They put in the pump station. Once everything was up and running, they dedicated it to us and then we assumed it, but they're paying their monthly fees

MR. SALADINO: We11, that's what -- that brought it to my mind --

MAYOR HUBBARD: Okay.
MR. SALADINO: -- because I remember at Cliffside there was a problem with the pump station, and there was a problem with it actually working and it became our problem. So if --

MAYOR HUBBARD: Wel1, if I can, I'd just ask Mr. Pallas real quick, is there -- is an individual allowed to run their own pump station as connected into ours, or do we have to --

MR. PALLAS: It would depend entirely on the circumstances, because, as the Mayor said, that we're looking to connect other customers. It's sensible for us to own it, because if it was -- if they retained ownership and we connect other customers to it, then we have a piece of equipment in the middle of our system that we don't own and maintain, and then --

MR. SALADINO: So they have a right to

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dictate terms to those other customers and --
MR. PALLAS: No, they don't, we do.
MR. SALADINO: No, if they still own the pump station, like shutting the water off to the guy down there?

MR. PALLAS: Yeah. I mean, it could create operational problems and possibly even legal ones, yes.

MR. SALADINO: But the other side of the coin is, from listening, wouldn't the customers be on his property?

MR. SWISKEY: Yeah.
MR. SALADINO: Isn't he looking to develop that property? I think it's a great idea. I think -- I would think --

MAYOR HUBBARD: Yeah. Well, some are.
Some of the people across the street have shown an interest in connecting into that, yes.

MR. SALADINO: Okay.
MAYOR HUBBARD: So what they would do, if they were going into it, it would become our pump, they would pay a connection fee and then a monthly fee for using it, but he would have the pump to get everything moved over to our force main to force it the rest of the way back to the

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plant.
MR. SALADINO: Okay. And the other question $I$ have is about the agreement with the Jitney. I read the agreement, and in Paragraph 1 of that agreement, it says that, "The Village agrees to allow the Jitney nonexclusive use of the parking lot on the diagram." I guess it's Plot 3 where all the cars are. "Annexed as Exhibit E, for the term of this agreement, provided that the Jitney complies with the terms and conditions of this agreement, in the general areas indicated on the public lot, and it's reserved to 20 spaces and the access thereto." Are we ceding them 20 spaces?

MR. SWISKEY: No, that's --
MR. SALADINO: I wasn't asking him, I was
asking you guys.
MAYOR HUBBARD: No, I know.
TRUSTEE MARTILOTTA: What do you mean
ceded? What do you mean ceded?
MAYOR HUBBARD: Right. Wel1 --
MR. SALADINO: Are we giving -- are we giving them 20 spaces?

MR. PROKOP: Yeah, it's not exclusive. It's not -- we're not ceding it. I'm not -- it
depends on what you mean by ceding, but no. We're just allowing nonexclusive use to a certain portion of the lot in exchange for their consideration.

MR. SALADINO: I like the idea that we're going to get paid, I think that's a great idea. I'm just -- in spite of what Joe just said, I'm still not sure I understand the 20 space thing.

MAYOR HUBBARD: Right. I'm trying to -I'm trying to find a copy in all the paperwork here.

TRUSTEE PHILLIPS: It's page 3, I think he's talking about, isn't it?

MAYOR HUBBARD: I know what it is.
TRUSTEE PHILLIPS: Page 3, Number 1?
MR. PROKOP: It's Page 3, Number 1.
TRUSTEE ROBERTS: It's in the back.
MAYOR HUBBARD: The last one?
MR. SWISKEY: Reserve 20 parking spaces.
MAYOR HUBBARD: Well, I just want to read it again. As he's saying it, I just want to --

MR. SWISKEY: That's what I forgot to ask.
TRUSTEE PHILLIPS: We don't have the exhibit here, do we?

MR. PROKOP: It's not on the agenda, but it

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was attached. The --
TRUSTEE PHILLIPS: Oh, it's not on the agenda for --

MR. PROKOP: It's like 50 pages.
TRUSTEE PHILLIPS: We're not voting on this tonight, right? Is there a resolution for it tonight? I didn't see it. Maybe I missed it, reading it so fast.

MR. SALADINO: Is there a resolution? I think it's Resolution 31, Mary Bess.

MR. PROKOP: What is the --
TRUSTEE PHILLIPS: Yeah, I'm sorry, I did miss it. I was reading it too fast.

MR. PROKOP: Mr. Saladino, what is the comment that you have about Number 1?

MR. SALADINO: I'm asking -- it says nonexclusive use of the parking lot, but then it goes on to say that the terms and conditions of this agreement in the general area indicated on the public lot is reserved to 20 space -- 20 parking spaces and access thereto. So does that mean they have a -- they -- even though it says nonexclusive, does that mean that the Jitney Company is kind of entitled? I don't know how else to put it.

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MR. PROKOP: Yeah, nonexclusive to --
MR. SALADINO: Is kind of entitled to those spaces?

MAYOR HUBBARD: Right. I think what he's asking, Joe, I mean, it says it's nonexclusive use, so it's open to everybody, but it does say they have 20 spaces.

TRUSTEE ROBINS: Yeah, it says it's reserved, so I would read it the way you're reading it.

MAYOR HUBBARD: Right. Isn't that saying both things?

MR. PROKOP: Right. So it's -- yeah, it's reserved, but it says -- it is conflicting, or, you know, mildly conflicting. So I'll have to take a look at that. The intention was to let them use 20 spaces.

MR. SALADINO: I'm sorry.
TRUSTEE ROBINS: Because I'm afraid that the Jitney could put a sign up and say, "Parking for Jitney Customers Only."

MR. SALADINO: Well, it goes on this thing to say they can't put up signs unless you guys agree.

TRUSTEE MARTILOTTA: Yeah, it says --

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MAYOR HUBBARD: Right.
TRUSTEE ROBINS: Right.
TRUSTEE ROBERTS: Yeah, right. This is in
our favor; am I right?
MR. SALADINO: But then again, that's another thing that's conflicting.

TRUSTEE MARTILOTTA: That was?
TRUSTEE ROBERTS: As I understand it, if I may, we get paid the maintenance fee and we don't owe them anything, except nonexclusive access.

MR. SALADINO: Yeah, but that's contrary to what it says here.

TRUSTEE ROBINS: It says for parking.
TRUSTEE PHILLIPS: This is not what this is saying, though.

MAYOR HUBBARD: Right. Well, if we had to, we could just -- except for reserved to 20 parking spaces. So, you know, I just --

MR. SALADINO: I understand in the parking lot --

MAYOR HUBBARD: Yeah.
MR. SALADINO: -- the Jitney, where it discharges and picks up passengers, takes up like 10 parking spaces, you know, that island takes up 10 parking spaces. And if this is meant to

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include those 10 parking spaces, and perhaps the potential for 10 parking spaces on the fairway that the bus needs to get to that turn, then maybe I could go along with this. But the way this is worded, you know, somebody -- somebody might interpret that they're entitled to 20 parking spaces for this $\$ 15,000$ for use, and there's 67 parking spaces there now. And if we reduce that by 20 , using a mathematical equation, we come up short. I'm just --

MR. PROKOP: So, in other words, they have --

MR. SALADINO: I have no problem with the Jitney, I like the Jitney, and I kind of like parking there when I have to take the Jitney. I just don't think they -- for the $\$ 15,000$, they're entitled to 20 parking spaces. If we could just -- before we vote on Resolution -- before you guys vote on Resolution 30, maybe we could clarify that.

MAYOR HUBBARD: Okay. Joe, if we took out the "reserve to 20 parking spaces", that last sentence, do we have to go back and retalk the access agreement? I mean, you know, the maintenance agreement, excuse me.

MR. PROKOP: No, we could take it out.
It's still -- it's, you know, still in discussion, and try to clarify that. I think the idea was to limit it to make sure there was not more than 20, a nonexclusive use that would not exceed 20 spaces, not that it would be 20 identifiable spaces. But we could -- we'll discuss that.

TRUSTEE PHILLIPS: Wait a minute, Joe. Can I --

MR. SALADINO: I'm not sure I understand that.

TRUSTEE ROBERTS: What am I voting on?
TRUSTEE PHILLIPS: I just need a clarification. Mr. Prokop, did you just say that this is still in discussion or --

MR. SWISKEY: It's on the agenda.
TRUSTEE PHILLIPS: Is this something we're voting on that's still in discussion, or has this already been discussed with them and they are aware that we're giving them 20 spaces?

MR. PROKOP: It's still in discussion.
This is -- this is an authorization to --
TRUSTEE PHILLIPS: Why are we voting on it?
MR. PROKOP: This is an authorization to do

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this agreement.
MAYOR HUBBARD: It's authorization for me to sign the contract, the maintenance agreement.

TRUSTEE PHILLIPS: Yeah, it's to sign an agreement.

MR. PROKOP: Right, if it's approved by Hampton Jitney.

MR. SALADINO: One of the reasons I ask is because, taking the Jitney a lot, is they have -depending on where you take it, you pay them to park. So if this becomes down the road Jitney parking, I'm just not sure -- I'm not sure how that would be. I can remember an agreement years ago where six spaces would be dedicated to guys that went fishing and that kind of went by the wayside.

TRUSTEE PHILLIPS: Yeah, that kind of -yeah, that kind of disappeared.

MR. SALADINO: So now, you know -- so now, if we're going to give 20 spaces to the bus -and I'm not opposed to that, but not for $\$ 15,000$. I did, you know --

TRUSTEE ROBERTS: An argument could be --
MR. SALADINO: I'm sorry.
TRUSTEE ROBERTS: An argument could be made

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they're already -- I haven't paced it out, but they're already using a bunch of 1 and there. So an argument could be made they're already using, I think you said this, 10 spaces or so just to, you know, to disembark and --

MR. SALADINO: That's certain1y true, but this, in addition to where they park the bus and where the bus shelter is, could be interpreted by somebody, perhaps a guy like Billy who has intimate -- has infinite influence with the bus company and stuff, could interpret it to mean that they're entitled to an additional 20 spaces.

MR. SWISKEY: That's the way I would read it.
MR. SALADINO: So --
TRUSTEE ROBINS: Yeah, right.
MAYOR HUBBARD: I mean, the intent of this, and with the conversations that we had with the people from Hampton Jitney was really just to get them to help pay some maintenance to the upkeep and wear and tear and use of the parking lot.

MR. SALADINO: I think that's a great thing.

MAYOR HUBBARD: And that's where the intention was and that's where we're going, that's what we were trying to sign. Now, if
there's -- if the Board feels that they want to take out the 20 spots or discuss this further, then we would not be voting on that, because, you know, the resolution states authorizing me to sign the agreement as is, so.

MR. SALADINO: If you guys could just come up with an answer that makes sense to that. You know, I just -- I just don't understand. I certainly understand the maintenance portion, I understand the dollar figure, I understand what the intention was, but this is contrary to -this could be interpreted to mean something else.

TRUSTEE ROBINS: Joe, could we put some language in here to the effect that those parking spaces, if available?

TRUSTEE MARTILOTTA: Well, it's nonexclusive.

TRUSTEE ROBINS: Yes. Well, nonexclusive, it says that, yeah. But when you -- the term -I think reserved is what's kind of catching us here.

MR. PROKOP: I think what we meant was not to exceed 20 spaces.

TRUSTEE ROBINS: Not to exceed, yeah.
MR. SALADINO: Is that even enforceable?

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How do you -- how do you decide? That's not even -- that doesn't even make sense. How do you decide? You know, the 21st guy to come in to get the bus to Manhattan, you tell him no, that the lot's full? I don't understand that. MAYOR HUBBARD: Right.

MR. SALADINO: So before you guys -- before you guys vote on this, having some experience with ambiguity in the code and the law, you know, maybe we should think this out a little bit.

So not to belabor this, I would just like to -- one more question. The $\$ 800,000$ for roadwork, did you break out how much to widen the street costs?

MAYOR HUBBARD: The cement work down there, I believe, was $\$ 196,000$.

MR. SALADINO: So it's not 800,000 to widen Main Street.

MAYOR HUBBARD: No, it's 196,000 is the cement work.

MR. SWISKEY: What about the street?
MAYOR HUBBARD: The street is partly being paid for with the grant money from New York State.

MR. SWISKEY: Yeah, but you said 190,000

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for the cement work there.
MAYOR HUBBARD: Cement work, yes.
MR. SWISKEY: So the street would be more. They'd have to grind the street to repave it, right?

MAYOR HUBBARD: The repaving is being paid for with the grant money from New York State.

Go ahead, John. That's -- right. I mean, the 800 we're bonding for all the repairs, curbs, sidewalks and that overall project.

MR. SALADINO: No. It's just that I hear a lot of conversation, we're paying 800 grand to widen Main Street.

MAYOR HUBBARD: No, that's --
TRUSTEE ROBINS: No.
TRUSTEE PHILLIPS: It's the overall project.

MR. SALADINO: And it's -- in my mind, that wasn't what I had heard.

MAYOR HUBBARD: Right.
MR. SALADINO: But I hadn't heard how much it was just to widen from Bay to --

MAYOR HUBBARD: Central.
MR. SALADINO: Central.
TRUSTEE PHILLIPS: Central.

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MR. SALADINO: So if it's 196,000 to widen from Bay to Central, I mean, we should -- we should say that. We shouldn't say it's $\$ 800,000$ to do that.

I think Main Street should be paved. I had a little issue with the timing. I don't have an issue with the trees. Trees are one of the few renewable resources that we have. I mean, you chop down a tree, new ones grow.

Billy brought up a good point about the telephone poles. I didn't give that much thought. If there's going to be a telephone pole in the middle of the sidewalk, that's probably not a good idea, so that might be something to consider. So I'm not sure where I'm going with this. Thanks for listening.

MAYOR HUBBARD: Okay. Thank you.
MS. WADE: Hi. I'm Randy Wade of Sixth Street, and I just retired as Transportation Planner at New York City DOT after 20 years. I've actually designed intersections and streets al1 over New York City, and transportation is a pretty complicated issue.

I was going to keep quiet, but I heard so many good points, that $I$ would respectfully

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request that a Transportation Committee be appointed to discuss some of the problems and solutions.

For instance, with the bus, they -- you the Village, you as the Board may find that creative solutions have to be found for parking. The Village is pretty vibrant right now. I don't think -- since 1983 we came here and I've never seen it like this. So you may find that parking is going to become a real issue, and maybe you need to be charging individuals as wells the bus company. I don't know. I mean, these are just -- you know, you have options.

So, if you want to have an event or some kind of a Maritime Festival in the parking lot, you don't want to foreclose. So I think you may want to just stall on that agreement, that contract until there's been an opportunity to look at opportunities for change -- you know, changes and things that would benefit the Village.

One of the big things is Vision Zero in the City, and just to talk lightly about it, it's -there's a direct relationship between vehicle speed and fatalities or serious injuries. We
were very fortunate with the Front Street project that we did not get high speeds, but we did get about 26 miles an hour, and before we had about 20 to 22 miles per hour. So that a child stepping out from a curb would not have been killed at the lower end, probably won't be at 26. Thirty, you're getting really very dangerous. So even though 30 sounds very low to us out here, so -- but when you're mixing pedestrians and traffic, speed is the most important thing.

So looking at Main Street and how you want it to go is just something that you may want to have the Transportation Committee that you might appoint discuss it and come up with alternatives for you and look at what the problems are.

Whenever we're doing a study of redesigning a street, the first thing we want to look at are -- is safety, the safety numbers over at least the last five years, and then, you know, traffic volumes and what the alternatives are to optimizing the traffic flow.

So, thank you.
MAYOR HUBBARD: Al1 right.
MS. LUDACER: Hi. I'm Virginia Ludacer. I have a building and business at 430 Main Street,
on the affected block, obviously, between Bay and Central. And I read that the trees on the west side of the street were going to be saved and it was just the ones on the east side. So I had a question, because does that mean that the sidewalk is going to be taken in only on the east side of the street 22 inches and the other side is going to remain the same, or how is that going to work?

MAYOR HUBBARD: Yes, the sidewalk will be shrunk down. It will be widened on the east side of the street, not on the west side, because that's a continuous block that goes --

MS. LUDACER: Okay. So I'm going to lose almost two feet of sidewalk on the east side of the street. That's -- as Mr. Swiskey was pointing out, that's, you know, kind of a lot, especially when you're going to have telephone poles, and pedestrians, and people with baby strollers. Can you explain?

MAYOR HUBBARD: Yeah. It would still be ADA compliant. It would still meet the minimum State requirements of the width of the sidewalk an all going down, so it would be four foot wide.

MS. LUDACER: Well, I don't know -- yeah.

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I don't know if you want just the minimum.
MAYOR HUBBARD: If you actually look at the sidewalk that's there, the main part of the sidewalk and only where like the cobblestone is on Front Street, there's another section of sidewalk that goes along where the trees and that stuff are. That's the section that we would be taking out to match similar on the other sides of that block. That's where it was looked at.

MS. LUDACER: Okay. Just I don't know if you would maybe want to take a walk with all the business owners there and show them how much it's going to go. You're going to have the street two feet closer to my building. That's not something that makes me particularly happy. Losing trees doesn't make me particularly happy. And I think having the sidewalks that narrow might be a safety issue, as Randy was pointing out and as Mr. Swiskey was pointing out earlier.

And I didn't know if you had looked at other options. I mean, I know that I talk about it all the time. Maybe it's not a popular idea making Main Street one way going north from Front Street to the intersection of First and Webb, that way you'd have one travel lane in one
direction. People driving on the street can park on this side or that side. You don't lose any parking spaces, you don't have to narrow the sidewalk, you don't lose the trees. You might gain parking, because right now there's no parking on the west side of the street, you know, further north of Center Street. And people have to slow down there, you know, traffic comes to a crawl up there, too. So this solution wouldn't solve that part, because it doesn't affect that part of the street. So it may be a win-win, win-win.

MAYOR HUBBARD: Yeah. I mean, traffic code, it has been looked at where the direction will go, and then how do people that are coming from those side roads that want to get downtown, how are they going to go there without going all the way around? Because you'd have to have -First Street would be one way the opposite direction to match up with the parking lots and all. And on Front Street from -- Front Street from Main to First, there's no way you could get there to go to those parking spots that are on the north side of the road, because --

MS. LUDACER: Well, only if you make First

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Street one way. But if First Street stayed two way --

MAYOR HUBBARD: But if you only can go north on Main Street, there's no way you can get to those parking spots for that block.

MS. LUDACER: If First Street is still two way, I don't know why that would be a problem.

MAYOR HUBBARD: No. If you made Main Street one way going north, there's no way you can go and make a turn onto Front Street between First and Main. If you leave Central Avenue, you're going north. There's no way you can get to those parking spots that are along that side of the road, because there's no way you could drive there if you're going north on Main Street. There's no way to get back there. Am I making sense of where I'm saying?

MS. LUDACER: Maybe it's just me. I'11
figure it out later.
MAYOR HUBBARD: Well, in front of Crazy Beans, in front of the Arcade and those spots --

MS. LUDACER: Yeah.
MAYOR HUBBARD: -- those restaurants, you're driving west and pulling into those parking spots. There's no way you can get to

Front Street. And if everybody has to go north, there's no traffic coming in to make a right-hand turn onto Front Street to get to those parking spots.

MS. LUDACER: Un1ess you're coming from Carpenter Street, though, not --

MAYOR HUBBARD: Or you have to go the 1ittle dead end by Sweet Indulgences.

MS. LUDACER: Or you're coming from Claudio's. That would --

MAYOR HUBBARD: From Claudio's, yes. If you left Claudio's, you could go down there, but nobody else would be able to get to those parking spots, because you'd have to go the opposite way. I'm just --

TRUSTEE PHILLIPS: It was discussed.
MAYOR HUBBARD: Just looking at -- with the discussion on it, I looked at the map of which way that would go --

TRUSTEE PHILLIPS: It was discussed.
MAYOR HUBBARD: -- and there's no way to get actually back to that spot.

MS. LUDACER: I'm sure that's something that could be figured out.

MAYOR HUBBARD: Okay.

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MS. LUDACER: I mean, it just seems like instead of like just throwing that other idea out, I mean, Mary Bess said it had been looked at, but --

MAYOR HUBBARD: It's been talked about for 20 years about one-way streets. I know at one point they made no left-hand turn on First Street going on to Front, and you had -- you could only make a right-hand turn. That lasted about a year and everybody went crazy about it and they took the signs down. That's when we had our Police Department, and you couldn't make a left-hand turn that way to ease traffic flow. And everybody complained about it, because those stores, nobody could go down to those stores, and the people in the downtown district complained about having that. That was -- you know, I just remember it, but I wasn't on the Board at the time, but it was 25 years ago, and everybody said, "No, you can't do that, you're killing our business." So I just -- they've tried different things with that with the one-ways and all and it never seemed to work. But, you know, we can --

MS. LUDACER: We11, that doesn't cost \$200,000 either to try it, and if doesn't work,

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you can always spend the money and make the sidewalks really narrow and the street wider.

MAYOR HUBBARD: Okay.
MS. LUDACER: Right? Thank you.
MAYOR HUBBARD: Sure. Okay. Thank you.
MR. SWISKEY: George, I just remembered what I couldn't remember.

MAYOR HUBBARD: That's fine.
MR. SWISKEY: William Swiskey, 184 Fifth Street.

Yeah, the thing I wanted to talk about, and then I forgot was -- believe it or not, was the Jitney thing. Now I'm reading this paragraph here, and maybe the Attorney can -- it says they have nonexclusive use of the parking lot. That means other buses can come in, right, and use the bus stop?

MAYOR HUBBARD: Uh-huh.
MR. SWISKEY: All right. As long as we're clear on that, because there are other buses that use it besides the Jitney on occasion, all right?

Now it talks about Exhibit E, but there's no Exhibit E attached to this paperwork here, and that's what I wanted to ask about, because that might make things clear. Do we have a copy of
that E Exhibit, Joe? A picture is worth --
TRUSTEE ROBERTS: It's not there.
MR. PROKOP: It's not attached to it, no.
MR. SWISKEY: A picture is worth a thousand words, I mean, because that picture would show -now it says, indicated reserved to 20 parking spaces and the access to. Well, the access to is the bus stop. There's -- that's never been parking spaces. So I think you really shouldn't vote on this tonight. You would want to clarify it, because if the Jitney has -- feels it has exclusive use of those spots, it's going to start charging its customers, and then you're going to wind up with a fight who's going to enforce it. Thank you.

MAYOR HUBBARD: Thank you. Anybody else wish to address the Board?

MR. NELSON: Ron Ne1son, 310 Wiggins Street.

Just a short word about the Greenport Historic Transportation District shareholders progress on ferry traffic. I know people are frustrated by the -- by that traffic. Nobody's more frustrated than people that live along Wiggins Street and see it daily. But, you know,

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I would say that the progress is reasonable, as reasonable as you can expect when you've got the Federal Government funding ferry transportation projects through the State that, you know, the Village is piggybacking on. It's complicated, and so you don't get instant results. So we're patient and things are happening.

A second point that I'd like to address, maybe, Chatty brought it up at last month's meeting, that was the turning radius that you might need to get a bus to turn from Wiggins Street onto Third Street northbound. She didn't know whether there were parking spots at that corner that were in her way, or there was just illegal parking going on at that location. There are, in fact, marked parking spots there. So I guess, you know, we would -- we would encourage you to look at that to see if a larger turning radius could be accommodated by eliminating two parking spots at that -- we know we don't want to eliminate parking, excuse me, but that might be crucial for facilitating traffic. Thank you.

MAYOR HUBBARD: Thank you. Okay. Anybody else wish to address the Board? T (No Response)

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MAYOR HUBBARD: We got everybody. Okay. At this point, we'll move on to our regular agenda.

I'11 offer RESOLUTION \#05-2017-1, RESOLUTION adopting the May 2017 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-2, RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.

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TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye. MAYOR HUBBARD: Aye.

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-3, RESOLUTION ratifying the following resolution previously approved by the Board of Trustees at the Trustees' work session meeting held on May 18th, 2017:

RESOLUTION approving the hiring of Jodie Corwin as a seasonal part-time employee at the Village of Greenport Mitchell Park Marina Office at a pay rate of $\$ 11.00$ per hour effective April 19th, 2017. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)

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MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#05-2017-4, RESOLUTION authorizing the attendance of Village Administrator Pallas at the APPA National Conference in Orlando, Florida from June 16th, 2017 through June 21st, 2017; at a cost not to exceed $\$ 1,900.00$, plus all applicable meal expenses, to be expensed from account E. 107 -say again -- E. 0782.000 (Management Services). So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-5, RESOLUTION ratifying the re-hiring of Christian Davis as a part-time, seasonal Park Attendant at a pay rate of $\$ 10.00$ per hour, effective May 9th, 2017. So moved.

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TRUSTEE ROBERTS: Second. MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-6, RESOLUTION re-hiring Sarah Doherty as a part-time, seasonal employee at the Village of Greenport Mitchell Park Marina Office, at a pay rate of $\$ 12.00$ per hour, effective May 20th, 2017. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)

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MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-7, RESOLUTION re-hiring Grace Izzo as a Life Guard at a pay rate of $\$ 15.00$ per hour, effective June 18th, 2017. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION \#05-2017-8, RESOLUTION hiring Samantha Asaro and Tyler Pira as part-timer seasonal Camp Counselors at a pay rate of $\$ 10.00$ per hour, effective Tuesday, June 13th, 2017. So moved.
trustee Phillips: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.

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TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-9, RESOLUTION hiring: Aiden Fogerty, Xavier Kahn, Toni Esposito, and Danielle Hatiz as Life Guards at a pay rate of $\$ 15.00$ per hour, effective June 18th, 2017. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-10, RESOLUTION hiring Kyle Gardner and Christopher Casswell as Camp Counselors at a pay rate of $\$ 10.00$ per hour, effective June 13th, 2017. So moved.

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TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-11,
RESOLUTION to abandon the sewer main and pump
station easement for the property located on the Southeast corner of the intersection at Third Street and Front Street, SCTM\# 1001-5.-4-5. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
TRUSTEE PHILLIPS: No.
MAYOR HUBBARD:
Opposed?

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TRUSTEE PHILLIPS: No. I'm voting no. I don't feel we've done enough homework on it, so.

TRUSTEE ROBERTS: I'm sorry?
TRUSTEE PHILLIPS: I don't feel we've done enough to find out why it was originally put on, so I'm voting no.

MAYOR HUBBARD: Okay. So the vote is four to one in favor. Motion carried.

TRUSTEE MARTILOTTA: A11 right. RESOLUTION \#05-2017-12, RESOLUTION approving an increase in the hourly wage rate of Joe 0 'Byrne, from $\$ 12.00$ to $\$ 15.00$ per hour, to be effective on May 24, 2017; owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section (9)a - Merit Clause - of the current collective bargaining agreement between the Village of Greenport and the CSEA. So moved.

TRUSTEE PHILLIPS: Second.
TRUSTEE ROBINS: Second. Whoops.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.

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MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-13, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment \#3668, to fund building department and code enforcement expenses, and directing that Budget Amendment \#3668 be included as part of the formal meeting minutes for the May 25th, 2017 regular meeting of the Board of Trustees. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-14, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer \#3669, for

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year-end housekeeping for the General Fund payroll accounts, and directing that Budget Transfer \#3669 be included as part of the formal meeting minutes for the May 25th, 2017 regular meeting of the Board of Trustees. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-15, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer \#3670, for the funding of Fire Department supplies and training, and directing that Budget Transfer $\# 3670$ be included as part of the formal meeting minutes for the May 25th, 2017 regular meeting of the Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?

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TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#05-2017-16, RESOLUTION authorizing Treasurer Brandt to perform attached Budget Transfer \#3671, for the funding of Village trash receptacles, and directing that Budget Transfer \#3671 be included as part of the formal meeting minutes for the May 25th, 2017 regular meeting of the Board of Trustees. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)

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MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-17,
RESOLUTION approving the attached SEQRA resolution regarding the bond resolution dated May 25th, 2017, adopting Lead Agency status and adopting a Negative Declaration with results -I'm sorry -- with regard to SEQRA. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-18,
RESOLUTION approving the attached bond resolution dated May 25th, 2017 provided by Norton Rose Fulbright, in the amount of $\$ 800,000$ for improvements to specific Village of Greenport roads, sidewalks and curbs. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All right. Just a brief

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discussion on that. I know we had some comments from the public on this project and all. We're going to authorize to go ahead and bond to get the money, but the plan is not set in stone. We can review it, we can look at it, when we start laying out exactly what we're doing there. It could definitely be modified and changed as we're doing it. It was just a plan to move forward with this.

So, I mean, the overal1 project, we're going to do the repairs, infrastructure repairs that we talked about. If we decide to go less at that block or do something a little different there, it's left open for interpretation. We're just going to start moving the project forward to get some of this stuff done as our ongoing infrastructure repairs.

TRUSTEE PHILLIPS: Mayor.
MAYOR HUBBARD: I just want to be clear with everybody on that, okay?

TRUSTEE PHILLIPS: Okay. Mayor Hubbard, can I just say that Administrator Pallas let me borrow Derry1 for about a half hour to 45 minutes on Monday and I did walk the whole path. My suggestion would be if the rest of the Trustees
get an opportunity to have Derryl explain to you all of the different options that are available that we -- that's when I finally found that it was really a work in progress as far as the project.

So I would encourage the rest of the Trustees to take a couple of minutes and go through it with him, because it's -- it was an interesting discussion, especially on solving some of our MS4 problems with the stormwater drains, and correcting some of the electrical, and, Mr. Pallas, correct me, but moving some of those poles to make it a more efficient line placement, correct?

MR. PALLAS: That's right.
TRUSTEE PHILLIPS: Okay. That's my suggestion.

MAYOR HUBBARD: Okay. And, also, I know everybody is concerned about the trees, but if you actually look at the trees, where they are, they've kind of grown bigger than when they were put in 25 years ago and they are tangled right up into the wires now. They're going to need to be pruned a lot to get them away from the wires, and when you prune that type of tree --

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TRUSTEE PHILLIPS: They're tall.
MAYOR HUBBARD: -- that much, it doesn't leave a lot left to the tree. So to put some smaller trees in a different area along the block will still give you the shade cover that everybody's looking for. But, I mean, I'd stop in the front and look up, you can see where it's all grown right around the wires and everything.

But we will -- you know, it's not set in stone. We're just -- we're moving the project forward, and we'11 take everybody's concerns. We'll meet with them, I'11 meet with them. And, you know, Andy and Ricky are right on that corner down at that end of the block, and I'll meet with them. We'll walk out front and we'll take a look. So, okay?

TRUSTEE ROBERTS: Yeah. No one in town, Mr. Mayor, is going to say that all the roads are perfect and we should stop fixing them. So --

MAYOR HUBBARD: Right. Well, exactly.
TRUSTEE ROBERTS: A11 we're doing now is saying we're going to fix some roads and we'11 figure out the details.

MAYOR HUBBARD: That's right. And we'11 -you know, we're definitely going to take

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everybody's concern that spoke about it tonight. We will listen their concerns. We'll go down and meet with them, we all can. And just if we modify the plan a little bit, we'll do that. You know, whatever's the best for the overall Village and everybody, we'11 -- you know, we just going to move it forward.

TRUSTEE ROBERTS: I appreciate that.
TRUSTEE ROBINS: And there are multiple projects in that bond. Like I said, this --

MAYOR HUBBARD: Yes.
TRUSTEE ROBINS: Even that one section is only what, about $20 \%$ of $i t$, roughly 200,000 .

MAYOR HUBBARD: Yes.
TRUSTEE ROBINS: So there's many areas in the Village that will be worked on, so --

TRUSTEE ROBERTS: Starting with the Firehouse.

TRUSTEE ROBINS: The Firehouse.
TRUSTEE ROBERTS: The Chief has been talking with us about that for --

MAYOR HUBBARD: Yeah.
TRUSTEE PHILLIPS: The ramps.
TRUSTEE ROBERTS: Since he became Chief.
MAYOR HUBBARD: Yeah. So Firehouse and the

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other one, so --
TRUSTEE ROBINS: The driveways at the firehouse, right.

MAYOR HUBBARD: That's actually -- as I described the project at the work session, that's the last part of the project. So we're going to start working on the other things, and that's going to be a Fall project anyway, so we have plenty of time to review, modify, or do whatever the Board feels fit at the time.

Okay. Any other discussion?
TRUSTEE ROBINS: Just one another -- a comment, Mayor, and that is that this bond is -we are not using the PSE\&G money for this project, just so everybody understands that.

MAYOR HUBBARD: No, we are not.
TRUSTEE ROBINS: That was never discussed, stated.

MAYOR HUBBARD: No. The last two years we've used money from fund balance that we had. And the prudent thing to do at this point is to keep the projects forward, to keep doing more, was the bond for this portion of it. The PSE\&G money, if and when we get that, as that goes on, we'11 have a separate capital plan for using that
money for -- with public comment and everything else of how we see fit with that.

TRUSTEE PHILLIPS: And, Mayor, in al1
honesty, who better to invest in credit -- in wise credit borrowing but ourselves? Who better to invest in but ourselves?

MAYOR HUBBARD: Yeah.
TRUSTEE PHILLIPS: So that's the way I fee1.

MAYOR HUBBARD: Okay. Any other discussion?

TRUSTEE MARTILOTTA: No
MAYOR HUBBARD: Okay. A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Opposed?
TRUSTEE PHILLIPS: Mr. Mayor, you have to do a roll call vote.

MAYOR HUBBARD: What's that?
CLERK PIRILLO: Would you 1 ike a roll call vote, being that we need a super-majority --

TRUSTEE PHILLIPS: Super-majority.
CLERK PIRILLO: -- for approval?
MAYOR HUBBARD: Oh, you're right. Okay.

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That's a bond resolution. Yup. Clerk, call the roll.

CLERK PIRILLO: Thank you.
(Rol1 Cal1 Vote by Village Clerk)
TRUSTEE ROBERTS: Yes.
TRUSTEE ROBINS: Yes.
TRUSTEE MARTILOTTA: Yes.
TRUSTEE PHILLIPS: Yes.
MAYOR HUBBARD: Yes.
CLERK PIRILLO: Thank you.
MAYOR HUBBARD: I forgot about that
portion, that we need to have a super-majority.
Okay. That was --
TRUSTEE ROBERTS: That was me.
TRUSTEE PHILLIPS: It was Doug and Julia.
TRUSTEE ROBINS: It was mine?
TRUSTEE MARTILOTTA: Doug, I think.
TRUSTEE ROBERTS: I just -- I'11 go again. RESOLUTION \#05-2017-19 --

TRUSTEE PHILLIPS: That was Julia.
TRUSTEE ROBERTS: -- RESOLUTION authorizing
Treasurer Brandt to make an additional contribution of $\$ 27,023.94$ to the Village of Greenport Volunteer Firefighter Length of Service Award Program. So moved.

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TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-20, RESOLUTION approving the agreement between the Village of Greenport and the Town of Southold regarding the use of the Village Marine Pump-Out Station, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Town of Southold. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?

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(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#05-2017-21, RESOLUTION authorizing the renewal of the lease between the Village of Greenport and The Stirling Historical Society for the "Berger House", with all terms and conditions per the origina1 1ease dated October 1st, 1982. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-22, RESOLUTION authorizing the renewal of the lease between the Village of Greenport and The Stirling Historical Society for the "Ireland House", with al1 the terms and conditions per the original 1ease dated November 14, 1975. So moved.

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TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-23, RESOLUTION scheduling a public hearing for the June 22nd, 2017 -- excuse me -- a public hearing for June 22nd, 2017 at 7 p.m. at the Third Street Firehouse, Third and South Streets, Greenport, New York, 11944, for the Wetlands Permit Application submitted by North Ferry Co., Inc., to replace 28 decayed pilings with new pilings and install plastic guards on the pilings; and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.

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TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye. MAYOR HUBBARD: Aye.

Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-24,
RESOLUTION scheduling a public hearing for June 22nd, 2017 at 7:00 p.m. at the Third Street Firehouse concerning a proposed Amendment to Chapter 103 (Rental Regulations for Residential Properties) of the Village of Greenport Code, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION

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\#05-2017-25, RESOLUTION approving the Public Assembly Permit Application as submitted by the Long Island Metropolitan Lacrosse Foundation for the use of the parking area at the Polo Grounds on Moore's Lane from 7:00 a.m. through 7:00 p.m. on July 29th, 2017 and July 30th, 2017 for the annual Lacrosse Tournament.

Approval of this application is predicated upon the applicant providing attendants to direct the parking of vehicles on Moore's Lane for spectators and participants. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-26, RESOLUTION approving the Public Assembly Permit Application as submitted by Standard Hose Company \#4 of the Greenport Fire Department for

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the use of the grounds at the Third Street Fire Station from 4:00 p.m. through 7:00 p.m. on August 19th, 2017 for the annual Chicken Barbecue Fundraiser. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBERTS: RESOLUTION \#05-2017-27, RESOLUTION accepting the bid submitted by Full Cesspool, LLC for 1 iquid sludge hauling at the Village of Greenport Wastewater Treatment Plant, at a cost of $\$ 169.69$ per thousand gallons, per the bid opening on Apri1 20th, 2017; and further authorizing Mayor Hubbard to execute the contract between Full Cesspool, LLC and the Village of Greenport. So moved.

TRUSTEE ROBINS: Second.
MAYOR HUBBARD: A11 in favor?

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TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION \#05-2017-28,
RESOLUTION approving the following musical performance schedule and payments for the 2017

Dances in the Park program, to be expensed from account A.7312.400 (Arts and Culture Exhibitions):

July 3: No Request Band - \$1,100.00
July 10: Swan Live - \$1,000.00
July 17: Bobby Nathan Band - \$1,000.00
July 24: Southbound - \$1,200.00
July 31: Abrazos - \$2,500.00
August 7: Blue Moon Rising - $\$ 800.00$
August 14: Winston Irie - \$1,300.00
August 21: Vendettas - \$800.00
August 28: Gene Casey - \$1,200.00
And Technical sound services performed by Jaime Schott for eight performances at $\$ 350.00$

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each, at $\$ 2,800.00$. So moved. TRUSTEE MARTILOTTA: Second. MAYOR HUBBARD: A11 in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION
\#05-2017-29, RESOLUTION approving the attached Declaration of Easement between the Village of Greenport and IGA, Inc.; and authorizing Mayor Hubbard to sign the Declaration of Easement between the Village of Greenport and IGA, Inc. So moved.

TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

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Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: RESOLUTION \#05-2017-30, RESOLUTION approving the attached Sewer Agreement between the Village of Greenport and Colin Ratsey; and authorizing Mayor Hubbard to sign the Sewer Agreement between the Village of Greenport and Colin Ratsey. So moved.

TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
Item \#31, I'd like to offer a motion to table Item 31, to clarify some of the wording and paperwork on that. I'd like to get this going, but I want to make sure that we do it. And let's reread it again, let's do some changes, let's modify it and make sure that we're all

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comfortable with it. So I offer a motion to table Item 31 until next month.

TRUSTEE PHILLIPS: Second.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. Item is tabled.

TRUSTEE ROBERTS: RESOLUTION \#05-2017-32,
RESOLUTION approving all checks per the Voucher Summary Report dated May 19th, 2017, in the total amount of $\$ 627,000,656$-- excuse me -\$627,656.75 consisting of:
o All regular checks in the amount of \$591,050.54, and
o All prepaid checks (including wire transfers) in the amount of $\$ 36,606.21$. So moved.

TRUSTEE ROBINS: Second.

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MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
A11 right. I'11 offer a motion to
adjourn --
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: -- at 8:07.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: A11 in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried. We are adjourned. Everybody, have an enjoyable Memorial Day weekend. But let's remember what the purpose

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(631) 727-1107 of this all is and just say a prayer for the
families that have lost a family member and a loved one in protecting our country. Thank you. (The meeting was adjourned at 8:07 p.m.)
C ERTI FICATION

STATE OF NEW YORK ) ) SS:

COUNTY OF SUFFOLK )

I, LUCIA BRAATEN, a Court Reporter and Notary Public for and within the State of New York, do hereby certify:

THAT, the above and foregoing contains a true and correct transcription of the proceedings taken on May 25, 2017.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of May, 2017.

> Lucia Braaten
> Lucia Braaten

| \# | $\$ 1,200.00[2]-76: 18,$ | $\begin{gathered} 10[10]-3: 11,3: 13 \\ 9: 10,16: 11,31: 24, \end{gathered}$ | $\begin{aligned} & 73: 9,74: 6,75: 3, \\ & 75: 20,76: 11,79: 1 \end{aligned}$ | $6 \%[2]-11: 19,13: 10$ |
| :---: | :---: | :---: | :---: | :---: |
| \#05-2017-10 [1] - | \$1,300.00 [1] - 76:21 | 31:25, 32:1, 32:2, | 82:12, 82:18 | 67 [1] - 32:8 |
| 56:21 | \$1,900.00 [1] - 53:7 | 35:4, 76:16 | 2018 [1] - 10:22 |  |
| \#05-2017-11 [1] - | \$10.00[3]-53:24, | 100,000 [1] - 18:11 | 2024[1]-11:9 | 7 |
| 57:11 | 55:19, 56:24 | $103{ }_{[1]}-73: 11$ | 20th [2] - 54:15, 75:20 |  |
| \#05-2017-12 [1] - | \$11.00 [1]-52:15 | 11944[1] - 72:16 | $21[2]-13: 17,76: 22$ | 7 [3]-2:1, 72:14, |
| 58:10 | \$116,000 [1]-8:22 | 12 [1]-13:18 | 21st [2] - 37:3, 53:6 | 76:20 |
| \#05-2017-13 [1] - 59:5 | \$12.00 [2]-54:15, | 12,000 [1] - 10:3 | 22 [2]-41:4, 42:7 | 7\% [1] - 11:15 |
| \#05-2017-14 [1] - | 58:11 | 125,000 [2]-8:18, 9:3 | 22nd [3]-72:13, | 7:00 [5] - 1:10, 73:9, |
| 59:23 | \$15,000 [3]-32:7, | 133B [1] - 19:1 | 72:14, 73:9 | 74:5, 75:2 |
| \#05-2017-15 [1] - | 32:16, 34:21 | 13th [2]-55:20, 56:24 | 24[2]-58:13, 76:18 | 7th [1] - 82:18 |
| 60:16 | \$15.00 [3]-55:4, 56:9, | 14 [2]-71:25, 76:21 | $25[5]-1: 9,20: 2$, |  |
| \#05-2017-16 [1] - | 58:12 | 16th [1] - 53:5 | 47:19, 64:22, 82:12 | 8 |
| 61:10 | \$169.69 [1] - 75:19 | $17{ }_{\text {[1] - 76:17 }}$ | 25th [7]-2:19, 59:11, |  |
| \#05-2017-17 [1] - 62:2 | \$196,000 [1] - 37:16 | $1723{ }^{[1]}$ - 15:22 | 60:4, 60:22, 61:15, | $8[1]-3: 2$ |
| \#05-2017-18 [1] - | \$2,500.00 [1] - 76:19 | 184[2] - 8:8, 48:9 | 62:5, 62:20 | $800[2]-38: 9,38: 12$ |
| 62:18 | \$2,800.00 [1] - 77:1 | 18th [3]-52:11, 55:5, | 26 [2]-41:3, 41:6 | 800,000 [4]-8:14, |
| \#05-2017-19 [1] - | \$200,000 [1] - 47:25 | 56:10 | 27th [1] - 2:20 | 8:15, 8:20, 37:17 |
| 69:19 | \$27,023.94 [1] - 69:23 | 190,000 [1] - 37:25 | 28 [2]-72:18, 76:23 | $855_{[1]}-12: 3$ |
| \#05-2017-20 [1] - | \$350.00 [1] - 76:25 | 196,000[2] - 37:19, | 29th [3]-2:16, 2:19, | 85,000 [2] - 12:7, |
| 70:11 | \$36,606.21 [1] - 79:23 | 39:1 | 74:6 | 12:15 |
| \#05-2017-21 [1] - 71:4 | \$591,050.54 [1] - | 1975 [1]-71:25 |  | 8:07 [2]-80:13, 81:4 |
| \#05-2017-22 [1] - | 79:21 | 1982[1]-71:8 | 3 |  |
| 71:20 | \$60,000 [2]-11:15, | 1983[1] - 40:8 |  | 9 |
| $\begin{aligned} & \# 05-2017-23{ }_{[1]}- \\ & 72: 11 \end{aligned}$ | 11:19 $\$ 627,000$ | $\begin{aligned} & \text { 19th [3] - 52:16, 75:3, } \\ & 79: 17 \end{aligned}$ | $\begin{aligned} & 3 \text { [5] - 27:8, 28:12, } \\ & 28: 15,28: 16,76: 15 \end{aligned}$ | 9) ${ }_{[1]}-58: 15$ |
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| $\begin{aligned} & \text { van }[1]-19: 20 \\ & \text { vans }[1]-15: 10 \\ & \text { vehicle }[1]-40: 24 \\ & \text { vehicles }[1]-74: 10 \\ & \text { Vendettas }[1]-76: 22 \\ & \text { vibrant }[1]-40: 7 \\ & \text { viewing }[1]-6: 5 \\ & \text { VII }[1]-58: 14 \\ & \text { VILLAGE }[4]-1: 1, \\ & 1: 19,1: 20,1: 21 \\ & \text { Village }[50]-2: 16,7: 6, \\ & 15: 15,16: 1,16: 2, \\ & 16: 25,17: 19,18: 17, \\ & \text { 19:9, 19:13, 19:18, } \\ & 20: 5,20: 6,23: 17, \\ & 23: 24,24: 13,24: 18, \\ & 24: 25,27: 5,40: 5, \\ & \text { 40:7, 40:21, } 50: 5, \\ & 51: 19,51: 20,52: 14, \\ & 53: 3,54: 13,58: 17, \\ & 61: 12,62: 22,66: 5, \\ & 66: 16,69: 4,69: 23, \\ & 70: 13,70: 14,70: 16, \\ & 71: 5,71: 22,73: 12, \\ & 75: 18,75: 22,77: 14, \\ & 77: 17,78: 6,78: 8 \\ & \text { Virginia }[1]-41: 24 \\ & \text { Vision }[1]-40: 22 \end{aligned}$ | 75:18 <br> wastewater [1]-23:12 <br> watch [1] - 18:1 <br> watching [1] - 18:1 <br> water [1]-26:4 <br> ways [1] - 47:22 <br> wayside [1] - 34:16 <br> wear [1]-35:20 <br> Webb [1] - 43:24 <br> week [2]-4:17, 21:3 <br> week's [1]-20:17 <br> weekend [2] - 2:8, <br> 80:25 <br> weeks [1] - 17:24 <br> wells [1] - 40:11 <br> west $[4]-42: 2,42: 12$, <br> 44:6, 45:24 <br> Wetland [2] - 4:3, 4:14 <br> Wetlands [1]-72:16 <br> wetlands [1]-15:24 <br> whatever's [1] - 66:5 <br> whatnot [1] - 12:10 <br> WHEREOF [1]-82:17 <br> whole [2]-3:6, 63:24 <br> whoops [1] - 58:20 <br> wide [3]-3:10, 14:2, 42:24 <br> widen [5]-37:13, | $\begin{aligned} & \text { wording }[1]-78: 21 \\ & \text { words }[3]-12: 9 \\ & 32: 11,49: 5 \\ & \text { worth }[2]-49: 1,49: 4 \\ & \text { Wow }[1]-14: 7 \\ & \text { write }[1]-18: 7 \end{aligned}$X <br> Xavier $_{[1]}-56: 7$ <br> $\mathbf{Y}$ <br> yards $[2]-5: 6,6: 13$ <br> year $[10]-3: 21,9: 10$, <br> 9:16, 10:13, 10:19, <br> 13:7, 18:10, 18:11, <br> 47:9, 60:1 <br> year-end [1] - 60:1 <br> yearly [2] - 17:16, <br> 17:18 <br> years [12] - 5:14, 9:10, <br> 14:17, 15:25, 20:2, <br> 34:13, 39:20, 41:19, <br> 47:6, 47:19, 64:22, <br> 67:19 <br> yellow [1] - 19:24 <br> YORK [2] - 1:1, 82:3 |  |

Flynn Stenography \& Transcription Service

To: Mayor Hubbard and Village of Greenport Board of Trustees, From: Paul J. Pallas, Village Administrator Re: Sewer easement, Front St. and Third St.

The village Attorney and I have reviewed the request from the owner of the property at the southeast corner of Front St. and Third St. to relinquish an easement for a sewer system pump station and sewer main that is mentioned in the deed of the property. The language of the deed suggests that a sewer pump station and associated pipes exist under a building slab that is located on the property.
A review of all existing sewer facilities in the area of this property has determined that there is no known sewer equipment located on this property that is connected to the Village of Greenport sewer system, and no indication that there ever was any equipment connected to our system on this property. In addition, there are not any future system plans that that would require a pump station or mains at this site.

A review of prior deeds has shown that there is only one deed that contains the easement language.
There is no purpose for the sewer easement on this property and it is therefore my recommendation that the sewer easement located on the property at the intersection of Front St. and Third St. be relinquished.

## VILLAGE OF GREENPORT

## Budget Adjustment Form

| Year: | 2017 | Period: 5 | Tians Type: | B2. Amend | Slatus: | Batch |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Trans No: | 3668 | Trans Date. 05/10/2017 | User Ref: | ROBERT |  |  |
| Requested: | R. BRANDT | Approved: | Created by: | ROBERT |  | 05/10/2017 |
| Doscription: | BUDGET AM | IT FOR BUILDING \& COD | ORCEMENT |  | Order: | No |


| Account No. | Account Description | Amount |
| :--- | :--- | :---: |
| A. 2110 | ZONING FEES | $5,000.00$ |
| A. 8010.400 | ZONING CONTRACTUAL EXP.. | $5,000.00$ |
| A. 2112 | PLANNING BOARD APPL FEES | $4,600.00$ |
| A. 8020.400 | PLANNING CONTRACTUAL EXPENSE.. | $5,600.00$ |
| A. 1113 | PARKING VIOLATIONS | $5,500.00$ |
| A. 1113.400 | PARKING ENFORCEMENT.. | $5,500,00$ |
| A. 2590 | BUILDING PERMITS | $5,000.00$ |
| A.B030.400 | ZONING/PLANNING LEGAL EXPENSE.. | $4,000.00$ |

# VILLAGE OF GREENPORT 

## Budget Adjustment Form

| Year: | 2017 | Period: 5 | Trans Type: | B1-Transfer | Status: | Batch |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Trans No: | 3669 | Trans Date: 05/11/2017 | User Ref: | ROBERT |  |  |
| Requested: | R. BRANDT | Approved. | Created by | ROBERT |  | 05/11/2017 |
| Description: | YEAR END HOUSEKEEPING FOR GENERAL FUND PAYROLL ACCOUNTS |  |  |  | Account \# Order: |  |
|  |  |  |  |  | Print Parent Account. | No |
| Account No. |  | Account Description |  |  |  | Amount |
| A. 1210.100 |  | MAYOR,PERSONNEL SERVICES |  |  |  | 1,460.00 |
| A. 7180.100 |  | MCCANN TRAILER PARK.PERSONNEL SERVICES |  |  |  | 2,400.00 |
| A.4020,100 |  | REGISTRAR PERSONNEL SERVICES |  |  |  | 3,100.00 |
| A. 5110.100 |  | STREET MAINT.PERSONNEL. SERVICES |  |  |  | 51,160,00 |
| A. 7120.100 |  | RECREATION CENTER.PERSONNEL SERVICES |  |  |  | 25,674,00 |
| A. 7311.101 |  | ICE RINK LABOR |  |  |  | 10,636 00 |
| A. 7312.100 |  | CAROUSEL PERSONNEL SERVICES |  |  |  | 18,140.00 |
| A. 9030.800 |  | SOCIAL SECURITY EMPLOYEE BENEFITS |  |  |  | 14,430.00 |
| A. 3620.100 |  | SAFETY INSPECTION.PERSONNEL SERVICES |  |  |  | -60,000.00 |
| A. 5110.116 |  | STREET MAINT.ADMIN SALARY - ROAD \& SIDEWALK IMP |  |  |  | -2,000.00 |
| A.7110.101 |  | PARKS..RECREATION PERSONNEL |  |  |  | -10,000.00 |
| A.7230.101 |  | MITCHELL MARINA PERSONNEL |  |  |  | -21,000.00 |
| A. 7231.100 |  | DOCKS.PERSONNEL SERVICES |  |  |  | -17,000.00 |
| A. 9010.800 |  | EMPLOYEES STATE RETIREMENT, EMPLOYEE BENEFITS |  |  |  | -17,000 00 |
|  |  |  |  | Total Amount: |  | 000 |

## VILLAGE OF GREENPORT

## Budget Adjustment Form

| Year: | 2017 |
| :--- | :--- |
| Trans No: | 3670 |
| Requested: | W. MILLER |

Period: 5
Trans Date: $05 / 11 / 2017$
Approved:

| Trans Type: | B1-Transfer | Status: Batch |
| :--- | :--- | :--- |
| User Ref: | ROBERT |  |
| Created by: | ROBERT |  |

Description: BUDGET TRANSFER TO FUND SUPPLIES AND TRAINING Accounl \# Order: No

| Account No. |  | Print Parent Account. No |
| :--- | :--- | :--- |
| A. 3410.456 | FIRE.MEDICAL EQUIPMENT \& SUPPLIES.. | Amourit |
| A. 3410.404 | FIRE.FUEL OIL.. | $3,000.00$ |
| A. 3410.455 | FIRE.EMS TRAINING.. | $-3,000.00$ |
| A. 3410.460 | FIRE ANTIQUE ACQUISITION.. | $1,000.00$ |
| A. 3410.200 | FIRE DEPT.EQUIPMENT | $-1,000.00$ |
| A. 3410.420 | FIRE.WATER/SEWER \& ELECTRIC. | 165.00 |
| A. 3110.432 | FIRE.PERMA INS - WORKERS COMP.. | $3,500.00$ |

# VILLAGE OF GREENPORT <br> <br> Budget Adjustment Form 

 <br> <br> Budget Adjustment Form}

| Year: | 2017 | Period: 5 | Trans Type: | B1-Transfer | Status: Batch |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Trans No: | 3671 | Trans Dato: $05 / 11 / 2017$ | User Ref: | ROBERT |  |
| Requested: P.PALLAS | Approved: | Created by: | ROBERT |  |  |
| Description: | BUOGET TRANSFER FOR THE FUNDING OF | 25 TRASH RECEPTACLES | Account \# Order: No | Print Parent Account: No |  |


| Account No. | Account Description | Amount |
| :--- | :--- | :--- |
| A. 5110.432 | PERMA INSCE. WORKERS COMP.. | -6.000 .00 |
| A. 5110.414 | GAS/FUEL... | $-3,420.00$ |
| A.5110.416 | VILLAGE IMPROVEMENTS.. | 9.420 .00 |
|  |  | Total Amount: |

## BOARD OF TRUSTEES

## VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING<br>ISSUANCE OF BOND IN THE AMOUNT OF $\$ 800.000$<br>FOR A TERM NOT TO EXCEED OF TEN YEARS FOR<br>ADDITIONAL COSTS OF RECONSTRUCTION OF ROADS, PARKING AREAS, SIDEWALKS AND CURBS

WHEREAS the Board of Trustees of the Village of Greenport is considering a bond resolution granting authority to the Village of Greenport to issue a bond in the amount not to exceed $\$ 800,000$ for a term not to exceed ten years to pay additional costs of the reconstruction of various Village roads, parking areas, sidewalks and curbs; and

WHEREAS the Board of Trustees of the Village of Greenport has reviewed the bond resolution for purposes of SEQRA, it is therefore;

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

RESOLVED that the Board of Trustees hereby determines that the approval of the bond resolution is an Unlisted Action for purposes of SEQRA, and it is further;

RESOLVED that the Board of Trustees hereby determines that the approval of the bond resolution;

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 or two or more related actions each of which is not significant but when reviewed together are significant, and;

Will not have a significant negative impact on the environment in the action, and hat it is therefore;

RESOLVED that a Negative Declaration is hereby adopted for purposes of SEQRA.
Upon motion of $\qquad$ seconded by $\qquad$ ,

VIA EMAIL: robertbrandt@greenportvillage.org

May 11, 2017

Mr. Robert Brandt
Deputy Village Treasurer
Village of Greenport
236 Third Street
Greenport, New York 11944

## NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP<br>1301 Avenue of the Americas<br>New York, New York 10019-6022<br>United States<br>Randolph J. Mayer<br>Partner<br>Direct line +1 2123183383<br>randolph.mayer@nortonrosefulbright.com<br>Tel +1 2123183000<br>Fax +1 2123183400<br>nortonrosefulbright.com

Re: Village of Greenport, Suffolk County, New York
Reconstruction of Various Village Roads, Parking Areas, Sidewalks and Curbs $\$ 800,000$ Bonds
Our File: 10604816.164
Dear Robert:
(a) Bond resolution to pay additional costs of the reconstruction of various Village roads, parking areas, sidewalks and curbs. This resolution requires the affirmative vote of at least four of the five members of the Board of Trustees and is subject to permissive referendum
(b) Notice of adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution. (The form of notice enclosed is for your use in submitting the notice to the printer and does not have to be returned to us).
(c) Affidavit of posting of the notice of adoption, which must be posted in at least six conspicuous places throughout the Village within ten (10) of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

When available please furnish me with the following:
(a) Certified copy of the bond resolution.
(b) Originally signed Clerk's affidavit of posting of the notice of adoption.
(c) Original printer's affidavit of publication of the notice of adoption from the newspaper or newspapers in which the notice was published.

Mr. Robert Brandt
NORTON ROSE FULBRIGHT
May 11, 2017
Page 2

Upon receipt of these items, we will furnish you with a form of Legal Notice of Estoppel, which can be published after the enclosed resolution becomes effective.

Please do not hesitate to call if you have any questions.
Very truly yours,

Randolph J. Mayer
RJM:jv
Enclosures

At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on May 25, 2017, at
$\qquad$ o'clock $\qquad$ .M., Prevailing Time.

The meeting was called to order by $\qquad$ and upon roll being called, the following were

PRESENT:

## ABSENT:

The following resolution was offered by Trustee $\qquad$ who moved its adoption, seconded by Trustee $\qquad$ , to-wit:

## BOND RESOLUTION DATED MAY 25, 2017.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW,

## THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Greenport, Suffolk County, New York, as follows:

Section 1. For paying the cost of the reconstruction of various Village roads, parking areas, sidewalks and curbs, in and for Village of Greenport, Suffolk County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued $\$ 800,000$ bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be $\$ 800,000$, and the plan for the financing thereof is by the issuance of $\$ 800,000$ bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Greenport, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Greenport, Suffolk County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures
shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:
(1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or
(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary form in $\qquad$ the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:


The resolution was thereupon declared duly adopted.

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

## I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on May 25, 2017, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.
I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media
Date Given

Annual
0
-2-

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on May ___, 2017.

> Village Clerk
(CORPORATE
SEAL)

## NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on May 25, 2017, duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:
BOND RESOLUTION DATED MAY 25, 2017.
A RESOLUTION AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a.
THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

## Dated: Greenport, New York

$\qquad$
, 2017

## AFFIDAVIT OF POSTING

## STATE OF NEW YORK

 )) ss.: COUNTY OF SUFFOLK )

I, the undersigned Clerk of the Village of Greenport, Suffolk County, New York, DEPOSE AND SAY:

That on $\qquad$ 2017, I caused to be posted a summary Notice of Adoption of A bond resolution adopted May 25, 2017, at the following six (6) conspicuous public places in said Village:

A true, correct and complete copy of such summary Notice of Adoption, in the exact form in which the same was actually posted, is set forth below:

## NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on May 25, 2017, duly adopted the resolution summarized below, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Greenport, Suffolk County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:
BOND RESOLUTION DATED MAY 25, 2017.
A RESOLUTION AUTHORIZING THE ISSUANCE OF $\$ 800,000$ BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS VILLAGE ROADS, PARKING AREAS, SIDEWALKS AND CURBS, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class can be assigned a period of probable usefulness of at least ten years under one or both of subdivisions twenty or twenty-one of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 236 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York
$\qquad$

Sworn to before me on 2017.

Notary Public

# AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND <br> THE TOWN OF SOUTHOLD REGARDING USE OF THE VILLAGE MARINE PUMP-OUT STATION 

The Village of Greenport, 236 Third Street, Greenport, New York 11944, and the Town of Southold, 53095 Main Road, P.O. Box 1179, Southold, New York 119710959, do hereby agree as follows:

1. The Village of Greenport operates a marine pump-out facility for the purpose of removing effluent waste from boats operating in Greenport Harbor and its vicinity.
2. The Town Trustees of the Town of Southold operate a pump-out boat in the waters of Greenport and Southold Town for the purpose of 'removing effluent waste from boats operating in Greenport Harbor and its vicinity and the waters of Southold Town.
3. The Village of Greenport hereby agrees that the Village Pump-Out Station will accept effluent waste from the Town Trustees' pump-out boat at a charge to the Town of fifty cents ( $\$ 0.50$ ) per gallon during the period of May 13, 2017 through and including October 30, 2017.
4. The Mitchell Marina Dock Master or his/her designee and the Southold pump-out boat operator will jointly agree on the amount of waste off-loaded at the Village Pump-Out Station.
5. This contract shall be automatically renewed with the same terms and rates each season unless written cancellation is provided to the other party.
6. All waste received must comply with the rules and regulations of the Village Sewer Code, and any and all Town or State laws or regulations.

## VILLAGE OF GREENPORT

By:
George W. Hubbard, Jr., Mayor
Dated: $\qquad$
TOWN OF SOUTHOLD
By:
Scott A. Russell, Supervisor
Dated: $\qquad$
STANLHY S, CONWIN, P, C, ATTORNET AND COUNELOR ATHW
Gj) गust siliver

2tepteot 316 - $47 .-0011$

## MDMORANDUM

To: Frante S. Coyle
From: Stanley S. Corwin
Ret Berger Building lease
Date; * Oct. 1, 1982

The proposed lease to the Fistorical Soniety saems to be okay.
Note the cost ftems:
a) 517 Site preparation í
b) Is Liabilty insurance
c) S4 Repaif, refurbish and maintain
d) $\$ 3$ סtilttest janitorlal
e) 5 Z Removal and restoration of site

The first and last are one shot Items; the others continuting.
Soclety's board of trustees aotion required before you sign.
I don't romember whether we have an Impreseion seal; Is we don't: speak to me about the form of acknowledgment.

Usually when the consideration Is \$1 payment Is watved. When you, Hubbard and Tedeschl are shaking hands at the executlon, assume it out loud.

The actual payment is an additional cost item to both aldes; If they get technical, I suggent you glve them $\$ 25$ and let the next generation worry from then on.

















 who, being by me duly sworn, did doposer and say that he resides at Main Street, Greenport, NY; that he is the duly elocted and quallifed Mayor of the Village of Greenport, the munleipal corporatlon deserlbed In and which executed Uno foregoing Instrunuent; that he knows the seal of snit sorporation; that the seal
 of the bourd of trustens of saill torporation, athithat the signed hits tunie thoreto by like order.

 November 1075 befora mu personally eame Frank S. Coyla, to me known, who, being by me duly sworn, did dopose nuti say that hó 'eosidus at 845 Champlin Place, Oreenjort, NY: Unit he is the preeshtant of Stirling Historiçal Society, a doniegtie num-profft empignation dugeriloul In and which execuled the foregoing




## DECLARATION OF EASEMDENT

This Declaration, made and dated the day of May, 2017, by the Village of Greenport ("Grantor" or the "Village"), having an office address of 236 Third Street, Greenport, New York 11944, and IGA, Inc., having a place of business at 101 South Street, Greenport, New York, 11944, and an office address of 8745 West Higgins Road, Suite 350, Chicago, Illinois 60631 ("Grantee" or "IGA"), and 101 Greenport Properties LLC, with an address of 101 South Street, Greenport, New York 11944; to wit ;

WITNESSETH
WHEREAS, the Declarant is the owner of the property described in Schedule " $A$ " which is annexed hereto and made a part hereof, which property is known as South Street, Greenport, New York 11944, and is more specifically identified by SCTM No. 1001-04-98.001, and which is hereinafter referred to as the "Village Property", and;

WHEREAS IGA is the owner of the business operating on the adjacent parcel to the Village Property (the "IGA Property"), which IGA Property is owned by 101 Greenport Properties LLC, and is located at $1^{\text {st }}$ Street and South Street, Greenport, New York 11944, and is more specifically identified by SCTM No. 1001-4-9-7; and

WHEREAS it is necessary the operation of the IGA business on the IGA Property and in the Village of Greenport is important to the good and well-being of the Village of Greenport and its residents, and whereas the IGA provides other benefits for the Village of Greenport and its residents, and it is necessary for the continued operation of the IGA business at the IGA Property for the IGA to have an easement on the Village Property, which easement is described in Exhibit B hereto, for the location of liquid propane storage tanks, as indicated on the survey attached as Exhibit C hereto; and

# STATE OF NEW YORK ) <br> COUNTY OF SUFFOLK ) 

On the $\qquad$ day of $\qquad$ , in the year 2017, before me, the undersigned, personally appeared $\qquad$ 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 ) <br> )ss: <br> COUNTY OF )

On the $\qquad$ day of $\qquad$ , in the year 2016, before me, the undersigned, personally appeared $\qquad$ 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 ) <br> COUNTY OF )

On the $\qquad$ day of $\qquad$ , in the year 2016, before me, the undersigned, personally appeared $\qquad$ 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

## SCHEDULE B

Description of Easement Granted by the Village of Greenport to IGA, Inc.:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING AND bEING AT THE VILLAGE OF GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE VILLAGE OF GREENPORT, SAID POINT AND PLACE OF BEGINNING BEING THE FOLLOWING TWO COURSES AND DESTANCES FROM THE INTERSECTION FORMED BY THE NORTHERLY LINE OF ADAM STREET WITH THE WESTERLY LINE OF $1^{\text {ST }}$ STREET;

1) SOUTH 85 DEGREES 47 MINUTES 50 SECONDS WEST A DISTANCE OF 56.67 FEET
2) NORTH 6 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 102.76 FEET;

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A WESTERLY DIRECTION SOUTH 84 DEGREES 04 MINUTES 30 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT;
THENCE NORTH 6 DEGREES 55 MINUTES 30 SECONDS WEST A DISTANCE OF 26.23 FEET TO A POINT;
THENCE SOUTH 85 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 16.84 FEET TO A POINT;
THENCE NORTH 6 DEGREES 47 MINUTES 00 SECONDS WEST A DISTANCE OF 4.00 FEET TO LANDS NOW OR FORMERLY OF 101 GREENPORT PROPERTIES LLC;

THENCE NORTH 85 DEGREES 44 MINUTES 50 SECONDS EAST A DISTANCE OF 21.84 FEET TO A POINT;
THENCE SOUTH 6 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE POINT AND PLACE OF BEGINNING.
S.C.T.M. 1001-4-9-p/o 8.001


[^0]FULEO IN THE SUFFOLK COUNTY GLERK'S OFFICE
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ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIDL,ATION OF SECTION 7209 OF THE NEU YORK STATE EDULATIDH LAN. EXCEPT AS PER SECTION TZO9-SUDDIVISIGN 2.
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UIDSE SIGIATURE APFEARS HEREDN.

TOTAL
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## SEWER AGREEMENT

AGREEMENT made this day of March, 2017, by and between the VILLAGE OF GREENPORT, a mmeicipal corporation having its office and principal place of business at 236 Third Street, Greenport, New York 11944, hereinafter called the "Village", and Colin Ratsey, an individual with an address of 419 Wiggins Street, Greenport, New York 11944, and Ratsey Construction, a New York Corporation, with an office located at 67685 Main Road, Greenport, New York 11944, hereinafter jointly called the "Owners".

WITNESSETH:
WHEREAS, the Village owns and maintains a municipal sewer system in the Village of Greenport to provide sewer service to the residents, businesses and institutions of the Village as well as users of the municipal sewer system that are located outside of the Village pursuant to contract or agreement; and

WHEREAS one or both of the Owners are the owners of a parcel of real property located at 67685 Main Road, Greenport, New York 11944, which is located outside of the Village of Greenport in the unincorporated portion of the Town of Southold, and which is more particularly described in Schedule " $A$ " hereto annexed (the "Subject Property"); and

WHEREAS the Owners intend to develop the Subject Property with a commercial office development with an office and retail food store and possible additional other uses in the future; and

WHERESAS the Owners represent that the Suffolk County Water Authority shall furnish all of the water supply needs for the aforesaid project; and

WHEREAS, the Owners, at their sole cost and expense, shall construct on its premises sewage mains and a pump with the main to be made of a four inch (4") diameter PVC

## Draft February 24, 2017

pipe, and in conformity with plans and specifications which are to be approved by the Village, and as may be amended from time to time during the course of construction; and

WHEREAS, Owners shall construct and install the complete sanitary sewage system, all of which will be merged with the sewage system of the Village, for the project as located on the premises more particularly described in Schedule "A", and to transfer and convey same to the Village upon completion of said sewage system, and to give and procure easements for the maintenance of said sewage system, and other appurtenances for the proper operation of the aforesaid sewage collection system; and

WHEREAS, the Owners have secured final approval for said project from the Southold Town Plamming Broad; and

WHEREAS, no final approval has yet been secured from the Suffolk County Department of Health and the New York State Department of Environmental Conservation for a sewage collection system, the Village will assist in securing such approval upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and covenants herein it is mutually agreed as follows:

1. The Owners agree to install, at their own cost and expense, on the Subject Property described in Schedule "A", a sanitary sewage collection system including, but not limited to sewage main and pump station(s) for the proper collection of sewage from the project. Plans will be provided to the Village that outline the two initial services, pump station location, sewer main and connection to the existing system as to be attached hereto as Schedule " B ".
2. All necessary engineering and construction for the installation of the complete sanitary sewage system on the property of the Owners, as well as from the connection at the

Owner's property, from Main Road, then across Village property near Moores Lane, to the Village's existing sewer main on Moores Lane, Greenport, New York, shall be at the sole cost and expense of the Owners and subject to the responsibility of the latter to perform and construct same. The foregoing shall be referred to as the Work, which shall be designed and constructed by the Owners and/or their subcontractors. The Work shall be in accordance with the plans and specifications prepared by the Owner's Engineer, to be approved by the Village in writing before the Owners commence the Work.
3. The Village agrees to deliver a "will-serve" letter for sewer collection and treatment services at the Subject Property for the project described in the approved plans in the form heretofore approved by the Suffolk County Department of Health.
4. The Owners reserve the right, upon prior written approval by the Village, to expand its sewer collection system on the Owners' property, however any additional connections beyond that which is indicated on the Plans shall be for a Village sewer connection fee at the then Village going rate for outside of the Village sewer connections.
5. The Village reserves the right to expand the sewer collection system using the connection of the main constructed herein, at the Village's expense, beyond the Owners' property.
6. All Work shall be inspected by the Village or its designee, with full power of inspection hereunder. The Owners will grant access for purposes of inspection to all parts of the premises and the Work. The Village shall have an authorized inspector at the site at such times as it deems necessary. No backfilling shall be done until the pipe and the Work in the trenches have been approved and tested or prior permission has been obtained from the inspector. The Owners agree to pay the Village's costs for all inspection fees periodically in advance of the
inspections.
7. The Owners agree, upon written approval of the completed Work by the Village and compliance with all other provisions of this Agreement, that they will formally dedicate to the Village, and the Village will accept, the entire sanitary sewage collection system, including but not limited to sewer mains, pump station(s) and appurtenances, free and clear of all encumbrances and liens.
8. At the same time, the Owners shall grant and convey to the Village easements and rights-of-way for the purpose of laying, relaying, repairing and maintaining sanitary sewage collection facilities and appurtenances, and any other rights-of-way and easements, the Village needs or requires for hook-up of the system to its other sewage mains and treatment plant.
9. The aforesaid rights-of-way and easements shall extend five (5) feet on either side of the sewer mains to be installed pursuant to this Agreement, whether or not such distance shall be within the roadway. The sewer mains, pump station(s), appurtenances, easements and rights-of-way shall be granted to the Village, and it successors or assigns, in perpetuity.
10. The easements granted herein are not exclusive; however, no other poles, cables or structures are to be set within seven feet of either side of a sewer main. If utility, water or other services necessarily cross the sewer mains, the Owners will advise the Village in writing of the exact the location of such intersection, and upon installation shall supply maps to the Village showing the exact locations. Said intersections shall not be permitted without the prior written consent of the Village, which consent shall not be unreasonably withheld.
11. Upon the dedication of the sanitary sewer collection system to the Village, the Village shall thereafter take over the operation and maintenance of the pump station and the

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main downstream to the Village sanitary sewage treatment plant including all repairs and replacements thereto at its sole cost and expense. The Owners shall be required to operate, take care of, maintain, repair and replace, at its sole cost and expense, the entire network of piping and fixtures within and to the facilities on the Owners' property.
12. Upon completion, inspection and approval of the Work, the Village shall operate the sanitary sewage collection system to the project, and the users and buildings on the Owners' property. There shall be two connections from the Owners' property to the Greenport sewer system in accordance with this Agreement, each of the uses and occupants of the buildings on the Owner's property shall have a separate Suffolk County Water Authority meter, and connections to the sewer system, and any connections in addition to the two connections provided under this Agreement shall be charged at the then going Village rate. The Village shall charge each of the connections and uses and occupants of the buildings on the Owners' property the rates that are applicable pursuant to the rules and regulations of the Village to other customers of the Village who are located and/or reside outside of the incorporated limits of the Village of Greenport.
13. All bills rendered by the Village of Greenport for the sewer service shall be due when issued by the Village. In the event that the Owners or any of the separately metered occupants of the Owners' property fail to pay the sewer charge for the sewer service provided by the Village, the Village, on ninety (90) days notice, may take action to obtain a money judgment against the Owners and or the individual users, and to discontinue the sewer service to the Owners' property if there is one water meter for to the particular use or occupant of the Owners' property, if there is more than one metered service, including but not limited to a court of competent jurisdiction for an order permitting or directing the Village to disconnect the sewer
service for the unpaid account.
14. This Agreement contains the complete understanding and agreement of the parties for the acquisition by the Village of the sewage collection system and its hook-up to the Village sewage treatment plant. The Owners agree that they will not make any claims against the Village on account of the installation and conveyance of the sewage collection system, monies paid on contract to the Village and acceptance of this Agreement, notwithstanding the provisions of any general or special law to the contrary which may or may not be enacted in the future.
15. This Agreement shall enure to the benefit and shall bind the respective heirs, legal representatives or successors and assigns of the parties hereto.
16. This Agreement shall not be assigned by the Owners without the consent in writing of the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts, all of which shall constitute originals, the day and year first above written.

## VILLAGE OF GREENPORT

By:

> George W. Hubbard, Jr., Mayor

By:
Colin Ratsey
$B y:$
Ratsey Construction

## STATE OF NEW YORK )

COUNTY OF SUFFOLK )
On this day of , 2017, before me personally came George W. Hubbard, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 236 Third Street, Greenport, New York; that he is the Mayor of the VILLAGE OF GREENPORT, the municipal corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.
(SEAL)

## Notary Public

## STATE OF NEW YORIK)

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    : )ss:
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COUNTY OF SUFFOLK)
On this day of ,2017, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at New York; that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such 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

## Parking Lot Maintenance Agreement

This Agreement entered into on the day of May, 2017, between the VILLAGE OF GREENPORT, a municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter the "Village"), and HAMPTON JITNEY, INC. a New York State domestic corporation with offices located at 395 Old County Road, Route 39A, Southampton, New York 11968 (hereinafter "Jitney") as follows:

## WI TNESSETH:

WHEREAS, the Long Island Rail Road as the predecessor in interest to the Metropolitan Transit Authority entered, as Lessor, a Lease Agreement dated August 14, 1981 with the County of Suffolk as Lessee, whereby the Long Island Rail Road leased four parcels of property in the Village of Greenport, (Parcel \#1, Parcel \#2, Parcel \#3 and Parcel \#4 (the "four parcels")), together with all rights of the Long Island Railroad to underwater lands adjoining the four parcels, and subject to the Long Island Railroad's lease of an adjoining property to the North Ferry Company, for a term beginning on July 1, 1981 and ending on June 30, 2031 (hereinafter the "Lease Agreement"), (Exhibit A); and

WHEREAS Suffolk County, a municipal corporation having its offices located at H. Lee Dennison Building, Veterans Memorial Highway, Hauppauge, New York 11788 (hereinafter the "County"), entered a Sublease dated December 20, 1982, between the County as Sublessor and the Village as Sublessee, of the County's interest in the Lease Agreement and the four parcels (Exhibit B); and

WHEREAS the Long Island Railroad as Lessor and the County as Lessee and Sublessor and the Village as Sublessee executed a "First Amendment of Lease and Sublease" dated January

22, 1993 whereby the Long Island Rail Road, the County and the Village amended the Lease Agreement and the Sublease Agreement so as to provide that an additional parcel of 528 square feet, originally excluded from the Lease Agreement and therefore the Sublease Agreement, and retained by the Long Island Railroad would be included by the parties in the Lease Agreement and the Sublease Agreement (Exhibit C); and

WHEREAS the County, as Assignor, by an Assignment and Assumption Agreement dated February 2, 2015, assigned the rights and interests of the County in the Lease Agreement to the Village as Assignee, and the Village accepted the rights and interests of the County pursuant to the Lease Agreement and the Village also assumed the obligations of the County to the MTA, as the successor in interest to the Long Island Rail Road, pursuant to that Lease Agreement (Exhibit D); and

WHEREAS Paragraph 9. of the aforementioned Sublease Agreement provides that the Village is required to maintain in "good repair and tenantable condition during the continuance of this sublease"; and

WHEREAS Parcel 3. of the Lease Agreement and the Sublease Agreement described as "Parcel \#3 - Ease of Fourth Street, south of Lessor's operating rail, containing 58,950 square feet, more or less, of land, together with the Lessor's bulk heading, turntable and non-operating rail facilities thereon" which is a large municipal public parking lot; and

WHEREAS Jitney maintains a transportation service with scheduled stops in the Village of Greenport, and Jitney uses the municipal public parking lot located on Parcel 3. For staging Jitney's service in the Village of Greenport, including but not limited to use of the Parcel 3 parking lot as a scheduled bus stop for Jitney's transportation service, use of the currently
unlimited public parking spaces of the Parcel 3 parking lot for use by Jitney's customers; and
WHEREAS the use of Parcel 3, and the access lanes and ways to Parcel 3 parking lot (hereinafter the "Parking Lot") by Jitney for Jitney's service and by Jitney's customers for access to Jitney's service and parking has placed excessive wear on the Parking Lot and the resources of the Village to maintain the Parking Lot and the public Village roads and ways providing access to the Parking Lot; and

WHEREAS Jitney recognizes the joint responsibility of Jitney to assume joint responsibility with the Village for the maintenance of the Parcel 3 parking lot and the roads and access ways providing access to the Parcel 3 parking lot and the Village is willing and desirable of establishing a process for Jitney to share in that responsibility;

NOW THEREFORE in consideration of the promises and the respective and mutual agreements contained herein, the Village and Jitney hereby agree as follows:

1. The Village agrees to allow Jitney non-exclusive use of the Parking Lot indicated on the diagram annexed as Exhibit E hereto, for the term of this Agreement and provided that Titney complies with the terms and conditions of this Agreement, in the general area indicated on the Public Lot, reserved to 20 parking spaces and the access thereto.
2. Jitney shall pay to the Village the amount of $\$ 15,000$ per annum for the maintenance and repairs of Parking Lot and the roads and access ways that provide access to that lot. The first payment of $\$ 15,000$ shall be payable on the signing of this Agreement. The subsequent payments of $\$ 15,000$ shall be paid on an annual basis, on the anniversary date of this Agreement. The payment for any year shall be nonrefundable once paid to the Village.
3. The payments made by Jitney to the Village shall be deposited by the Village to a maintenance and repair account which shall be established and maintained by the Village for
the purpose of establishing and creating a maintenance and repair reserve account in which the payments from Jitney to the Village for the maintenance and repair of the Parking Lot shall be deposited and disbursed from for the purpose of the maintenance and repair of the Parking Lot and the roads and access ways providing access to the Parking Lot only.
4. Except as otherwise expressly provided in this Agreement, the Village grants to Jitney the nonexclusive right to continue to use a undesignated portion of the Parking Lot for a stop for Jitney's scheduled service in the Village of Greenport.
5. Neither the Village nor Jitney shall commit, suffer, or permit any waste on the other's property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the other's property for any illegal purposes.
6. Jitney, its employees, contractors, vendors, and invitees shall individually comply with all rules and regulations adopted by the other property owner when using the other's property. Any willful violation of said rules and regulations or the terms of this Agreement by Jituey will be grounds for immediate termination of this Agreement by the Village.
7. This Agreement and its terms and conditions are subject to the Lease Agreement, the Sublease Agreement and the First Amendment of the Lease and Sublease Agreement and all covenants, conditions, restrictions, and exceptions of record or apparent.
8. Nothing contained in this Agreement or in any document related hereto shall be construed to imply the granting to Jitney rights which exceed those granted in this Agreement.
9. The term of this Agreement shall commence on the Effective Date as shown on Page One (1) of this Agreement and remain in effect for a period of five (5) years, unless Terminated by either party pursuant as provided in this Agreement.
10. The term of this Agreement shall automatically be extended for and additional five (5) year term, at the conclusion of the initial five (5) year term, unless either the Village or Jitney provides written notice to the other party at least ninety (90) days before the expiration of the initial that the party is not renewing the Agreement. The terms and conditions of this Agreement shall remain in effect throughout the initial term and the renewal term unless amended pursuant written mutual agreement by the parties pursuant to this Agreement. The $\$ 15,000$ annual payment shall be increased for the first year of the extension term by the increase in the Consumer Price Index for the New York/New Jersey area, all consumers, for the five-year period of the initial term of this Agreement. The annual payment shall thereafter be increased based on an adjustment for the increase in CPI for the prior one year period of the Agreement.
11. This Agreement may be terminated by either Party with one hundred twenty (120) days written notice to the other Party without cause and for any reason.
12. Jitney will not make any alterations or improvements to the Parking Lot or on any property of the Village without prior written approval and authorization by the Village of Greenport.
13. Jitney shall keep the Parking Lot in a clean and orderly condition and not allow trash of any kind to be piled or stored on the Parking Lot.
14. Jitney shall continue to be responsible for the general maintenance of the Parking Lot depicted in Exhibit A to this Agreement that is attributable to Jitney's use of the Parking Lot, which responsibility shall be fulfilled by Jitney's contribution to the maintenance fund provided for in this Agreement, however in the event that there is a specific event or occurrence or actions by Jitney which cause damage or excessive wear on the Parking Lot other than the ongoing wear
for which the maintenance payment is contemplated, then the Village shall notify Jitney in writing of the nature and amount of the repair and maintenance, and Jitney within thirty (30) days of the receipt of the notice shall pay to Village the amount demanded therein for the maintenance and repair of the Parking Lot.
15. The Village shall prepare and keep records of the receipts and disbursements of the maintenance account provided for herein which records shall be available to Jitney on Jitney's request.
16. Any right created herein on behalf of Jitney may not be assigned or subleased in any manner and any attempted assignment or sublease shall be null and void and shall be cause for immediate termination of this Agreement, and shall confer no right, title, or interest in or to this Agreement or the Parking Lot.
17. Jitney shall procure and maintain, throughout the duration of this Agreement, property, bodily injury and liability insurance in the amount of not less than two million ( $\$ 2,000,000$ ) per occurrence and five million dollars $(\$ 5,000,000)$ per annum against claims for injuries to persons or damages to property which may arise from or in connection with Jitney's operations and occupancy and use of the Parking Lot. Jitney shall provide the Village with the original endorsement page of such policy naming the Village of Greenport, its appointed and elected officials, officers, employees and volunteers as additional insured and provide evidence of the required insurance in a form acceptable to the Village prior to the execution of this Agreement and each annual period and renewal thereof.
18. Each insurance policy required by Section 17. above shall be endorsed to require that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested.
19. All required insurance shall be placed with insurers acceptable to the Village, admitted to do business in the State of New York and with current BEST'S ratings of no less than B+, Class X.
20. Jitney and Jitney's contractors and subcontractors shall defend, indemnify, save and hold harmless the Village and its respective elected officials, officers, employees, agents and volunteers, from and against any and all damages to property or injuries or death of any person or persons, including injuries or death to officials, officers, employees, agents or volunteers of the Village and shall defend, indenmify, save and hold harmless the Village, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, resulting from, arising out of, or in any way related to the Parking Lot, or the acts, errors or omissions of Jitney, its officers, employees, agents, volunteers and subcontractors, in the performance of this Agreement.
21. The indemnification provided herein shall not extend to loss or damage arising from the Village's own acts, omissions, active or passive negligence, sole negligence or willfu] misconduct. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Village, its officers, employees, agents, volunteers or subcontractors, but shall be required whenever any claim, demands, suits, actions or proceedings of any kind or nature asserts liability against the Village.
22. Jitney and any and all agents and employees of Jitney shall act in an independent capacity and not as officers or employees of the Village.
23. Each party shall at their sole cost and expense comply with all the requirements of all Municipal, County, State, and Federal authorities now in force or which may hereafter be in force.
24. This Agreement sets forth all of the agreements and understandings of the Village and Jitney and any modification shall be in writing and properly executed by both parties.
25. All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail.

To: Village of Greenport, Attn.: Sylvia Pirillo, Village Clerk, 236 Third Street, Greenport, New York 11944.

To: Hampton Jitney, Inc., 395 Route 39A, Southampton, New York 11968.
26. In the event there is a default by either Party with respect to any of the provisions of this Agreement or any obligations under it, the defaulting party shall be given written notice of such default. After receipt of such written notice, the clefaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any nonmonetary default, however the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If the defaulting Party does not provide evidence to the non-defaulting Party of the complete cure of the default within the applicable cure period, the non-defaulting Party may do any of the following:
A. Terminate this Agreement. All rights of defaulting Party and those who claim under the defaulting Party, stemming from this Agreement, shall end at the time of such termination; or
B. At non-defaulting Party's sole option, correct any such default by performance of any act, including payment of money, and bill the defaulting Party for the cost thereof plus
reasonable administrative costs.
C. In addition to the above, pursue any other remedies available at law or in equity.
27. In the event either the Village or the Jitney commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other costs of sustaining such action, including reasonable attorney fees, as may be fixed by the court.
28. Jitney agrees that no improvements shall be erected, placed upon, operated, nor maintained within the Parking Lot, nor any business or activities conducted or carried on therein or therefrom, in violation of the terms of this Agreement or of any federal, state, or local law or regulation.

$$
\begin{aligned}
& \text { Hampton Jitney, Inc. } \\
& \text { By:_} \\
& \text { Village of Greenport } \\
& \text { By: }
\end{aligned}
$$


[^0]:    LOT NUMGERS REFER TD WAP OF GREENFORT WLLAGE*

