1	VILLAGE OF GREENPORT
2	COUNTY OF SUFFOLK STATE OF NEW YORK
3	BOARD OF TRUSTEES
4	REGULAR SESSION
5	x
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7	Thind Ctuant Finahausa
8	Third Street Firehouse Greenport, New York
9	May 25 2017
10	May 25, 2017 7:00 P.M.
11	
12	BEFORE:
13	GEORGE HUBBARD, JR MAYOR
14	JACK MARTILOTTA - DEPUTY MAYOR
15	MARY BESS PHILLIPS - TRUSTEE
16	DOUGLAS W. ROBERTS - TRUSTEE
17	JULIA ROBINS - TRUSTEE
18	
19	JOSEPH PROKOP - VILLAGE ATTORNEY
20	SYLVIA PIRILLO - VILLAGE CLERK
21	
22	PAUL PALLAS - VILLAGE ADMINISTRATOR
23	
24	
25	

1	(The meeting was called to order at 7 p.m.)
2	MAYOR HUBBARD: I call the meeting to
3	order. Pledge to the flag.
4	(All stood for the Pledge of Allegiance)
5	MAYOR HUBBARD: Please remain standing for
6	a moment of silence for Marie Ellen Bondarchuck,
7	Jane Hughes Parker, Greta Levine Tedoff. And
8	also on this Memorial Day weekend, for all
9	service members that have lost their lives
LO	protecting our country.
11	(All remained standing for a Moment of
L2	Silence)
L3	MAYOR HUBBARD: Thank you. You may be
L4	seated. Okay. We've got a couple of
L5	announcements.
L6	Village Offices will be closed on May 29th
L7	in honor of Memorial Day.
L8	The annual Fire Department Carnival will be
L9	held from May 25th through May 29th, with
20	fireworks scheduled for May 27th. As usual, for
21	the Memorial Day carnival, it's raining.
22	(Laughter)
23	MAYOR HUBBARD: That's usually how it
24	starts out for them, unfortunately, but, you
25	know, it's going to get better.

1	Also, I want to it's not on the agenda,
2	but we have our Greenport parade at 8 o'clock on
3	Monday morning, leaving from Adams Street down to
4	the Railroad Dock, and then back here for
5	refreshments with the Boy Scouts, Girl Scouts and
6	the whole community. So I want everybody to
7	know, come on and join us. You can march with us
8	down there. It's a very it's a nice hometown
9	event, so I'll open that to everybody.
10	Also, the Town-wide parade is going to be
11	in Mattituck at 10 o'clock, starting at the
12	Legion Hall catty-corner from the firehouse, and
13	that's stepping off at 10 o'clock.
14	That's all I had for announcements.
15	CLERK PIRILLO: Excuse me, Mr. Mayor.
16	MAYOR HUBBARD: Yes.
17	CLERK PIRILLO: If I may, there is an
18	additional announcement, just for a moment. I
19	have a thank you for Mayor Hubbard from the
20	kindergarten class for their recent Carousel
21	rides, which he personally provides every year,
22	so they just wanted to say thank you.
23	MAYOR HUBBARD: Okay. Well, thank you.
24	I'm glad they had fun.
25	(Laughter)

CLERK PIRILLO: They did. Thank you.

1

2	MAYOR HUBBARD: Okay. We have a public
3	hearing, Peconic Land Trust Wetland Permit
4	Application, at the corner of Fourth and Clark
5	Streets. It's been advertised to have the public
6	hearing. We had a discussion about it last
7	month. We've Liz Smith from the CAC will read
8	their report. Come on up and fill us in on what
9	you've got on it, and then we'll open up to the
10	public to discuss the project.
11	MS. SMITH: Mayor, Board, thank you. I'll
12	read you a note that serves as the Conservation
13	Advisory Council's report for the Peconic Land
14	Trust Wetland Permit.
15	We met with representatives of the Peconic
16	Land Trust at the site, at the property at the
17	end of Fourth Street, that was last week, to
18	discuss that application. The project involves
19	beach replenishment by the addition of sand,
20	cobble and plantings, as detailed in their
21	application paperwork. Peconic Land Trust
22	explained the reasoning for this work and the
23	methods and timing of construction.
24	They indicated they've been working with
25	the New York State DEC on this project for some

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'll 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

1	height requirement for our code is four feet.
2	And Peconic indicated they were no longer
3	planning a platform, but will consider changing
4	the design of the fence and clearing the
5	perimeter to improve the viewing at the site.
6	Present, myself, John Saladino, Paul
7	Kreiling, Paul Pallas. That's all I have.
8	MAYOR HUBBARD: Okay. Thank you very much.
9	MS. SMITH: Any questions, just while
10	I'm it seems that if one of us is standing up
11	here, if we can answer any questions, I'd be
12	happy to.
13	TRUSTEE ROBINS: You mentioned 2,000 yards
14	of fill. I'm assuming that's clean sandy fill.
15	MS. SMITH: Yes.
16	TRUSTEE ROBINS: Thank you.
17	MS. SMITH: So they said.
18	MAYOR HUBBARD: Okay.
19	MS. SMITH: Great. Thank you.
20	MAYOR HUBBARD: Thank you. Okay. Open up
21	the floor to the public that wants to speak about
22	this public hearing, if anybody wants to comment
23	on it.
24	(No Response)
25	MAYOR HUBBARD: Okay. Do you gentlemen

1	have anything you want to add to the project? I
2	know we talked about it last month. Anything you
3	want to add or
4	MR. SWAIN: Steve, you have anything?
5	MR. SCHOTT: Just looking forward to
6	working with the Village.
7	MAYOR HUBBARD: That's fine. Okay. I'll
8	offer a motion to close the public hearing, then.
9	TRUSTEE PHILLIPS: I'll second it.
10	MAYOR HUBBARD: All in favor?
11	TRUSTEE MARTILOTTA: Aye.
12	TRUSTEE PHILLIPS: Aye.
13	TRUSTEE ROBERTS: Aye.
14	TRUSTEE ROBINS: Aye.
15	MAYOR HUBBARD: Aye.
16	Opposed?
17	(No Response)
18	MAYOR HUBBARD: Motion carried. We will
19	discuss that and put it on the agenda to vote on
20	that next month, and that will be our June
21	meeting. And then you can start working on
22	you know, get your other permits. Normally, you
23	get Army Corps and DEC first, or work on that
24	stuff, and then when you have that, you bring it
25	to us and then we'll approve our portion of it.

1	MR. SWAIN: Okay.
2	MAYOR HUBBARD: Okay?
3	MR. SWAIN: Sounds good. Thank you.
4	MAYOR HUBBARD: All right. Thank you both
5	for coming again.
6	Okay. Now I'd open to the public to
7	address the Board on any topic.
8	MR. SWISKEY: William Swiskey, 184 Fifth
9	Street.
10	On the I guess it's Resolution #18, it
11	has do with the \$800,000 bonding for roads and
12	sidewalks.
13	MAYOR HUBBARD: Okay.
14	MR. SWISKEY: We're borrowing 800,000, the
15	total we're borrowing is 800,000.
16	MAYOR HUBBARD: Correct.
17	MR. SWISKEY: I mean, because it was
18	mentioned in the paper 125,000, and 31,000, I
19	guess, of CHIPS money. That's we are
20	borrowing 800,000, so basically we're paying back
21	around 900,000 plus, even if we get 2%.
22	MAYOR HUBBARD: It would be \$116,000, was
23	the projected interest payment on it.
24	MR. SWISKEY: Yeah. See, that's what I
25	figured about.

1	MAYOR HUBBARD: Okay.
2	MR. SWISKEY: The percentage-and-a-half to 2%.
3	MAYOR HUBBARD: Right. The 125,000, just
4	to clarify, that's a grant from the State, from
5	Ken LaValle worked on a grant for doing the
6	paving, paying for their portion of paving Main
7	Street.
8	MR. SWISKEY: Oh, all right. So, anyway, I
9	mean, so we're paying back basically \$90,000 a
10	year over 10 years.
11	MAYOR HUBBARD: Uh-huh
12	MR. SWISKEY: All right. That's someplace
13	in that neighborhood. Because there was a
14	statement in the paper that we raised \$85,000 in
15	fines and that would pay it, and we all know that
16	we have to pay our TCO about 40,000 a year, I
17	guess he makes; plus, is he married or single?
18	MR. PROKOP: I don't think you should
19	TRUSTEE ROBERTS: Personal question.
20	MAYOR HUBBARD: Yeah.
21	MR. SWISKEY: No. I mean, we're paying his
22	hospitalization. I'm trying to get the number
23	that we're paying for him.
24	MAYOR HUBBARD: Okay. I don't know if he
25	has a family plan or a single plan, I'm not sure

1	of that.
2	MR. SWISKEY: Anyway, anyway, so that's
3	another 12,000 on top of the 4, plus the plus
4	the eyeglass thing, and the retirement, and the
5	Social Security. So we're not going you're
6	not going to have \$85,000 to pay this bond, is
7	what I'm saying. Probably 50% of the cost of
8	this bond is going is going on the tax bill,
9	is what that's what I'm trying to guess is
10	am I someplace close?
11	MAYOR HUBBARD: Somewhere around there. We
12	have some bonds that are going to be paid off in
13	the next fiscal year when this actually hits.
14	MR. SWISKEY: Yeah.
15	MAYOR HUBBARD: And we'll have some other
16	bonds that will be paid off.
17	MR. SWISKEY: Yeah.
18	MAYOR HUBBARD: The exact number, we won't
19	know that until we get into the next budget year.
20	I believe half of that will be coming from
21	reduced payments on bonds that we're paying now
22	that will be maturing in 2018.
23	MR. SWISKEY: Are they Fire Department
24	bonds or
25	MAYOR HUBBARD: No, they're regular,

1	regular bonds. Some of the Fire Department bonds
2	are being taken care of also. They're going to
3	be paid off, but that's staying in the Fire
4	Department fund. These are funds that are
5	bonds that are in the General Fund.
6	MR. SWISKEY: Yeah, that's what I mean,
7	because there isn't that many bonds in the
8	General Fund except the Mitchell Park bond, and
9	that's not paid off until 2024, if I remember.
10	MAYOR HUBBARD: I didn't bring the spread
11	sheet with me, but I'll offer to share that with
12	you tomorrow.
13	TRUSTEE PHILLIPS: I'm sorry, Bill.
14	MR. SWISKEY: I'd love to, because if it's
15	50 or \$60,000, it's a tax hike. It's 5, 6, 7% at
16	least, right? I understand the Treasurer isn't
17	here, but
18	MAYOR HUBBARD: No. Yes, if it was
19	\$60,000, it would be a 6% tax increase.
20	MR. SWISKEY: Yeah. All right.
21	MAYOR HUBBARD: But we're going to work,
22	whatever we can, to make sure that we don't have
23	to do that high.
24	MR. SWISKEY: All right.
25	TRUSTEE PHILLIPS: I'm sorry. Mayor, can I

1	ask Mr. Swiskey a question? Because I'm a little
2	confused in your statement. Are you stating that
3	85 where did you get this \$85,000 total from?
4	Was it
5	MR. SWISKEY: I got it from on a
6	Facebook post, all right? I mean
7	TRUSTEE PHILLIPS: 85,000 for what?
8	MR. SWISKEY: That there was the amount
9	that the TCO brought in, in other words, in fines
10	and whatnot.
11	MAYOR HUBBARD: That's part of
12	TRUSTEE PHILLIPS: Okay.
13	MAYOR HUBBARD: One of the newspaper
14	articles says that there's increased revenue of
15	85,000.
16	TRUSTEE PHILLIPS: Oh, okay.
17	MAYOR HUBBARD: And that's posted as
18	TRUSTEE PHILLIPS: I'm sorry. I'm a little
19	confused.
20	MR. SWISKEY: Yeah, that's what I was
21	trying to get it.
22	TRUSTEE PHILLIPS: You're meshing them all
23	together.
24	MAYOR HUBBARD: Yes.
25	MR. SWISKEY: That didn't take into account

1	that we have to pay the TCO.
2	MAYOR HUBBARD: His salary and everything
3	else, yes, so
4	TRUSTEE PHILLIPS: Oh, okay.
5	MR. SWISKEY: Yeah. So what you get out of
6	him is not anywheres near the money that it would
7	take to pay this 90,000 a year.
8	MAYOR HUBBARD: Uh-huh.
9	MR. SWISKEY: Anyway, it will probably be 5
10	or 6%, in my calculations, but I could be wrong,
11	because I don't have all the figures.
12	But, anyway, the part down there on Main
13	Street between Center and Bay Avenue, you realize
14	you're going to lose about six full grown trees.
15	MAYOR HUBBARD: Six trees, yes, and two
16	would be replaced
17	MR. SWISKEY: And if you go back 21 inches,
18	then you got to go back another 12 inches with
19	the telephone poles. They're basically almost in
20	the middle of the sidewalk, because the piece of
21	sidewalk that you I don't know if anybody's
22	looked at a map or a deed
23	MAYOR HUBBARD: Huh-huh.
24	MR. SWISKEY: but a part of that
25	sidewalk that's there is actually owned by the

1	buildings. I think we have a sidewalk that might
2	be 36 or 40 inches wide. I mean, I would has
3	anybody gone down there and actually put marks on
4	the cement, which you usually should do? You
5	know, well, we're cutting this, we take this, we
6	put in paint, and then we stand and look and say,
7	"Wow." Has anybody actually done that?
8	MAYOR HUBBARD: Yes, we have. Did we paint
9	lines on the street? No. We took a straight
10	line from the corner of Bay Avenue by the bank to
11	where Emilio's is, and those roads are back at
12	this point, that one block is out farther than
13	the rest of them. We took a straight line down
14	from Clarke's Garden to the bank, and going
15	straight down there and seeing where the road
16	could go back to.
17	MR. SWISKEY: You know, many years ago, if
18	you look, it's only part of it my Emilio's,
19	because then it kicks back out. We did that way
20	back when, I forgot who was Mayor. John Costello
21	I think was on the Board. And we could get away
22	with it there because we could stick the
23	telephone pole almost on Emilio's property, on
24	the inside of the sidewalk, because there was no
25	buildings or walls there. I mean, I'm looking at

1	it and it's going to be tough. Plus, you want to
2	make sure that your wires, when they're on the
3	arms, don't wind up over somebody's private
4	property. They have to stay on public property,
5	and you got a six pin eight foot arm.
6	You know, the easiest solution down there
7	would be just to restrict these spaces to compact
8	cars. That would give you another two foot on
9	each side. Your problem down there is SUVs, big
10	truck vans and large pickups. I mean, you could
11	save a lot of money, because it's going to cost
12	you a lot of money to move those poles, cut those
13	trees. And you should really give it some
14	consideration. I mean, it's a simple thing. You
15	pass a Village ordinance, no no big cars,
16	small pickups and compact cars. They do it in
17	other places and you don't lose the parking
18	spaces. But that's a Board decision.
19	I know there's a lot of people that are not
20	happy about cutting those trees, but I'm not a
21	tree lover anyway.
22	Now the going to Resolution 1723, I see
23	the we're finally making the Ferry apply for a
24	wetlands application to replace their pilings.

They've been getting away with that for years.

25

1	And those pilings are actually in the Village
2	property on Village harbor, you realize that,
3	don't you? They're not on MTA property. The MTA
4	doesn't own the bottom of that bay there, you do.
5	MAYOR HUBBARD: Yeah, you've told us that
6	before, yes.
7	MR. SWISKEY: So you should be charging
8	them for placing their pilings there. I mean,
9	you should get an annual rent out of them, for a
10	minimum, for the pilings. I don't care if it's
11	10 grand or something, but, you know, that
12	inconveniences us something awful.
13	Oh, and that leads me to a question I want
14	to ask the Attorney. How are we progressing with
15	our Ferry fee?
16	MR. PROKOP: We good.
17	MR. SWISKEY: Good? Does that mean we're
18	going to get it or
19	MR. PROKOP: If you're excuse me. If
20	you're responding if your question is with
21	regarding to the referral to what's now the New
22	York State Office of Comptroller, the next thing
23	that will happen is I was hoping to set up a
24	conference call between one of the between the
25	Village Administrator, myself and New York State,

1	so we could come to a conclusion of that referral
2	process. That hasn't happened before tonight's
3	meeting, but I think that that will be the next
4	step with that.
5	MR. SWISKEY: Because this has been going
6	on quite a while. We don't have an answer from
7	the State yet or
8	MR. PROKOP: Not any different from the
9	answer that I gave you the last time that you
10	asked me.
11	MR. SWISKEY: Because it just seems to
12	me I mean, I know the State's slow, but it
13	seems to me that we should we should have some
14	kind of answer, because this is a lot of money.
15	A dollar a car would we could pay that bond
16	off with the yearly fee, and then we could have
17	another one after that and pay it off with the
18	yearly fee. I hope somebody realizes that.
19	You have to think of the Village first, and
20	the first thing I'd do is I'd tell Shelter
21	Island, "You want to put your ferry pilings on
22	our property, this is what we want." I mean, has
23	anybody been down that road in the last few
24	weeks? I mean, in the morning it's getting to be
25	terrible. They basically take over the road.

1	the guy that's watching you, he doesn't watch.
2	Somebody parks here, another car pulls up
3	alongside waiting for the ferry, the street's
4	blocked. I go to go down there, I got to holler
5	at him to get through, because that's the way I
6	go when I go down the street. I mean, we should
7	be sending our TCO down there to write tickets.
8	But it's like I say, it's up to you, but I
9	think there's an opportunity to get money to pay
10	off this bond, 90,000 a year. And if we got
11	100,000 a year from the that's all. Let's pay
12	it off. It's everybody laughs and we don't
13	I don't mind bothering the people on Shelter
14	Island, I've got no obligation to them. They
15	don't do squat for me. They don't do squat for
16	anybody in this room. I mean, it's time that
17	this Board took a stand for the Village, and
18	forget Shelter Island.
19	And there's one more thing I wanted to ask
20	about. I'm got to find it here. I just had it
21	and now I've lost it. Oh, boy. Oh, well, thank
22	you.
23	MAYOR HUBBARD: All right. Thank you.
24	Anyone else wish to address the Board? Yeah,
25	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

1	way it is for a long time, as long as I've been
2	here, 25 years. So now I think of the months and
3	months of headache that all the Fifth Street
4	residents are going to be going through so the
5	Village could get this crucial money from LIPA,
6	and then to see the Village turn around and spend
7	that cruel money so that a few nervous drivers
8	don't have to feel twitchy during the drive down
9	that block to me just doesn't seem equitable.
10	And that's the end of my comments. Thanks.
11	MAYOR HUBBARD: Okay. Thank you.
12	MS. ALLEN: Chatty Allen, Third Street.
13	I'm just confused what the gentleman in front of
14	me just said, because nowhere have I heard or
15	read that the PSEG money is being used for Main
16	Street. I could be wrong, but I was at last
17	week's meeting. PSEG's money, which we have not
18	even gotten yet, who knows when it will actually
19	be in the bank.
20	As far as Main Street goes, I drive a
21	school bus. If I have to go down that road, I
22	always say, "God, please don't let anyone be
23	coming the other way." I try as much as I can
24	not to use that strip.
25	I agree, I don't like seeing trees being

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.

1	I said, you know and I have to agree
2	with Mr. Swiskey about the ferry line. It seems
3	like every time I come up, I say, like he said,
4	you need someone to physically Trustee Roberts
5	posted a picture. I'm driving, I don't have a
6	phone that takes pictures, otherwise, I would
7	count I would take pictures of every
8	intersection.
9	I can't count the amount of times that I've
10	literally been struck stuck on Wiggins Street
11	with my elementary school run not being able to
12	move, because people don't park where you
13	know, stay where they're supposed to, they don't
14	stay in their lane, and there's nobody there to
15	help. And there's no way if I was in a car, I
16	could jump out and say, "Hey, come here," but I'm
17	in a bus, with a, you know, busload full of
18	elementary students. But I do agree.
19	I keep hoping each time it gets bad that
20	someone from North Ferry is going to be down
21	there doing what they should. And, like
22	Mr. Swiskey said, they need pilings redone, then
23	you charge them. You make them pay for using
24	what's our property. Thank you.
25	MAYOR HUBBARD: Thank you.

1	MR. SALADINO: John Saladino, Sixth Street.
2	Is there going to be an Executive Session?
3	MAYOR HUBBARD: No.
4	MR. SALADINO: Are there any walk-off
5	agenda items?
6	MAYOR HUBBARD: Not that I know of.
7	MR. SALADINO: Okay. A couple of
8	questions, one about Mr. Ratsey's sewer. I think
9	it's Resolution well, we know what we're
LO	talking about. I'm curious. He's going to put
l1	in a pump station. He's going to drill to the
L2	wastewater treatment plant.
L3	MAYOR HUBBARD: He's going to go to the
L4	main on Moore's Lane. He's not going all the way
L 5	to the sewer treatment plant.
L6	MR. SALADINO: He's going to he's going
L7	to drill through Village property and then
L8	eventually hook up?
L9	MAYOR HUBBARD: It will go to the I
20	believe it's called the force main on the
21	railroad I mean, the firemen's track.
22	MR. SALADINO: I'm curious why, after he
23	does the work, he's going to give the pump
24	station to the Village. Why do we want to assume
25	is the pump station going to be on his

1	property?
2	MAYOR HUBBARD: It's going to be on his
3	property. He's giving us the easement for it and
4	we'll be taking it over.
5	MR. SALADINO: Well, that's kind of like my
6	question. Why do we want to take over something
7	that has a that has a shelf life, something
8	that tends
9	MR. SWISKEY: Cost to operate, John.
10	MR. SALADINO: Well, it tends well, not
11	operate, but tends to break and we have to
12	replace it. I could understand the infra the
13	pipe and stuff that's on Village property. I'm
14	just not sure the reasoning over taking over a
15	piece of equipment that's on his property. I
16	understand he's going to install it at his cost,
17	which is a nice thing, and then give it to the
18	Village, but then we become responsible for it.
19	And if it breaks, we have to pay for it?
20	MAYOR HUBBARD: Yes, we would. But the
21	intention is also to get some of the other
22	businesses along there to tie into it, to get
23	them off of the cesspools, to tie into it that,
24	so it would be a revenue generator for the
25	Village, and they'd be paying monthly fees for

1	the usage. It's very similar to the deal we did
2	with Cliffside Condos. They put in the pump
3	station. Once everything was up and running,
4	they dedicated it to us and then we assumed it,
5	but they're paying their monthly fees
6	MR. SALADINO: Well, that's what that
7	brought it to my mind
8	MAYOR HUBBARD: Okay.
9	MR. SALADINO: because I remember at
10	Cliffside there was a problem with the pump
11	station, and there was a problem with it actually
12	working and it became our problem. So if
13	MAYOR HUBBARD: Well, if I can, I'd just
14	ask Mr. Pallas real quick, is there is an
15	individual allowed to run their own pump station
16	as connected into ours, or do we have to
17	MR. PALLAS: It would depend entirely on
18	the circumstances, because, as the Mayor said,
19	that we're looking to connect other customers.
20	It's sensible for us to own it, because if it
21	was if they retained ownership and we connect
22	other customers to it, then we have a piece of
23	equipment in the middle of our system that we
24	don't own and maintain, and then
25	MR. SALADINO: So they have a right to

1	dictate terms to those other customers and
2	MR. PALLAS: No, they don't, we do.
3	MR. SALADINO: No, if they still own the
4	pump station, like shutting the water off to the
5	guy down there?
6	MR. PALLAS: Yeah. I mean, it could create
7	operational problems and possibly even legal
8	ones, yes.
9	MR. SALADINO: But the other side of the
10	coin is, from listening, wouldn't the customers
11	be on his property?
12	MR. SWISKEY: Yeah.
13	MR. SALADINO: Isn't he looking to develop
14	that property? I think it's a great idea. I
15	think I would think
16	MAYOR HUBBARD: Yeah. Well, some are.
17	Some of the people across the street have shown
18	an interest in connecting into that, yes.
19	MR. SALADINO: Okay.
20	MAYOR HUBBARD: So what they would do, if
21	they were going into it, it would become our
22	pump, they would pay a connection fee and then a
23	monthly fee for using it, but he would have the
24	pump to get everything moved over to our force
25	main to force it the rest of the way back to the

1	plant.
2	MR. SALADINO: Okay. And the other
3	question I have is about the agreement with the
4	Jitney. I read the agreement, and in Paragraph 1
5	of that agreement, it says that, "The Village
6	agrees to allow the Jitney nonexclusive use of
7	the parking lot on the diagram." I guess it's
8	Plot 3 where all the cars are. "Annexed as
9	Exhibit E, for the term of this agreement,
10	provided that the Jitney complies with the terms
11	and conditions of this agreement, in the general
12	areas indicated on the public lot, and it's
13	reserved to 20 spaces and the access thereto."
14	Are we ceding them 20 spaces?
15	MR. SWISKEY: No, that's
16	MR. SALADINO: I wasn't asking him, I was
17	asking you guys.
18	MAYOR HUBBARD: No, I know.
19	TRUSTEE MARTILOTTA: What do you mean
20	ceded? What do you mean ceded?
21	MAYOR HUBBARD: Right. Well
22	MR. SALADINO: Are we giving are we
23	giving them 20 spaces?
24	MR. PROKOP: Yeah, it's not exclusive.
25	It's not we're not ceding it. I'm not it

1	depends on what you mean by ceding, but no.
2	We're just allowing nonexclusive use to a certain
3	portion of the lot in exchange for their
4	consideration.
5	MR. SALADINO: I like the idea that we're
6	going to get paid, I think that's a great idea.
7	I'm just in spite of what Joe just said, I'm
8	still not sure I understand the 20 space thing.
9	MAYOR HUBBARD: Right. I'm trying to
10	I'm trying to find a copy in all the paperwork
11	here.
12	TRUSTEE PHILLIPS: It's page 3, I think
13	he's talking about, isn't it?
14	MAYOR HUBBARD: I know what it is.
15	TRUSTEE PHILLIPS: Page 3, Number 1?
16	MR. PROKOP: It's Page 3, Number 1.
17	TRUSTEE ROBERTS: It's in the back.
18	MAYOR HUBBARD: The last one?
19	MR. SWISKEY: Reserve 20 parking spaces.
20	MAYOR HUBBARD: Well, I just want to read
21	it again. As he's saying it, I just want to
22	MR. SWISKEY: That's what I forgot to ask.
23	TRUSTEE PHILLIPS: We don't have the
24	exhibit here, do we?
25	MR. PROKOP: It's not on the agenda, but it

1	was attached. The
2	TRUSTEE PHILLIPS: Oh, it's not on the
3	agenda for
4	MR. PROKOP: It's like 50 pages.
5	TRUSTEE PHILLIPS: We're not voting on this
6	tonight, right? Is there a resolution for it
7	tonight? I didn't see it. Maybe I missed it,
8	reading it so fast.
9	MR. SALADINO: Is there a resolution? I
10	think it's Resolution 31, Mary Bess.
11	MR. PROKOP: What is the
12	TRUSTEE PHILLIPS: Yeah, I'm sorry, I did
13	miss it. I was reading it too fast.
14	MR. PROKOP: Mr. Saladino, what is the
15	comment that you have about Number 1?
16	MR. SALADINO: I'm asking it says
17	nonexclusive use of the parking lot, but then it
18	goes on to say that the terms and conditions of
19	this agreement in the general area indicated on
20	the public lot is reserved to 20 space 20
21	parking spaces and access thereto. So does that
22	mean they have a they even though it says
23	nonexclusive, does that mean that the Jitney
24	Company is kind of entitled? I don't know how
25	else to put it.

1	MR. PROKOP: Yeah, nonexclusive to
2	MR. SALADINO: Is kind of entitled to those
3	spaces?
4	MAYOR HUBBARD: Right. I think what he's
5	asking, Joe, I mean, it says it's nonexclusive
6	use, so it's open to everybody, but it does say
7	they have 20 spaces.
8	TRUSTEE ROBINS: Yeah, it says it's
9	reserved, so I would read it the way you're
10	reading it.
11	MAYOR HUBBARD: Right. Isn't that saying
12	both things?
13	MR. PROKOP: Right. So it's yeah, it's
14	reserved, but it says it is conflicting, or,
15	you know, mildly conflicting. So I'll have to
16	take a look at that. The intention was to let
17	them use 20 spaces.
18	MR. SALADINO: I'm sorry.
19	TRUSTEE ROBINS: Because I'm afraid that
20	the Jitney could put a sign up and say, "Parking
21	for Jitney Customers Only."
22	MR. SALADINO: Well, it goes on this thing
23	to say they can't put up signs unless you guys
24	agree.
25	TRUSTEE MARTILOTTA: Yeah, it says

1	MAYOR HUBBARD: Right.
2	TRUSTEE ROBINS: Right.
3	TRUSTEE ROBERTS: Yeah, right. This is in
4	our favor; am I right?
5	MR. SALADINO: But then again, that's
6	another thing that's conflicting.
7	TRUSTEE MARTILOTTA: That was?
8	TRUSTEE ROBERTS: As I understand it, if I
9	may, we get paid the maintenance fee and we don't
10	owe them anything, except nonexclusive access.
11	MR. SALADINO: Yeah, but that's contrary to
12	what it says here.
13	TRUSTEE ROBINS: It says for parking.
14	TRUSTEE PHILLIPS: This is not what this is
15	saying, though.
16	MAYOR HUBBARD: Right. Well, if we had to,
17	we could just except for reserved to 20
18	parking spaces. So, you know, I just
19	MR. SALADINO: I understand in the parking
20	lot
21	MAYOR HUBBARD: Yeah.
22	MR. SALADINO: the Jitney, where it
23	discharges and picks up passengers, takes up like
24	10 parking spaces, you know, that island takes up
25	10 parking spaces. And if this is meant to

1	include those 10 parking spaces, and perhaps the
2	potential for 10 parking spaces on the fairway
3	that the bus needs to get to that turn, then
4	maybe I could go along with this. But the way
5	this is worded, you know, somebody somebody
6	might interpret that they're entitled to 20
7	parking spaces for this \$15,000 for use, and
8	there's 67 parking spaces there now. And if we
9	reduce that by 20, using a mathematical equation,
10	we come up short. I'm just
11	MR. PROKOP: So, in other words, they
12	have
13	MR. SALADINO: I have no problem with the
14	Jitney, I like the Jitney, and I kind of like
15	parking there when I have to take the Jitney. I
16	just don't think they for the \$15,000, they're
17	entitled to 20 parking spaces. If we could just
18	before we vote on Resolution before you
19	guys vote on Resolution 30, maybe we could
20	clarify that.
21	MAYOR HUBBARD: Okay. Joe, if we took out
22	the "reserve to 20 parking spaces", that last
23	sentence, do we have to go back and retalk the
24	access agreement? I mean, you know, the
25	maintenance agreement, excuse me.

1	MR. PROKOP: No, we could take it out.
2	It's still it's, you know, still in
3	discussion, and try to clarify that. I think the
4	idea was to limit it to make sure there was not
5	more than 20, a nonexclusive use that would not
6	exceed 20 spaces, not that it would be 20
7	identifiable spaces. But we could we'll
8	discuss that.
9	TRUSTEE PHILLIPS: Wait a minute, Joe. Can
10	I
11	MR. SALADINO: I'm not sure I understand
12	that.
13	TRUSTEE ROBERTS: What am I voting on?
14	TRUSTEE PHILLIPS: I just need a
15	clarification. Mr. Prokop, did you just say that
16	this is still in discussion or
17	MR. SWISKEY: It's on the agenda.
18	TRUSTEE PHILLIPS: Is this something we're
19	voting on that's still in discussion, or has this
20	already been discussed with them and they are
21	aware that we're giving them 20 spaces?
22	MR. PROKOP: It's still in discussion.
23	This is this is an authorization to
24	TRUSTEE PHILLIPS: Why are we voting on it?
25	MR. PROKOP: This is an authorization to do

1	this agreement.
2	MAYOR HUBBARD: It's authorization for me
3	to sign the contract, the maintenance agreement.
4	TRUSTEE PHILLIPS: Yeah, it's to sign an
5	agreement.
6	MR. PROKOP: Right, if it's approved by
7	Hampton Jitney.
8	MR. SALADINO: One of the reasons I ask is
9	because, taking the Jitney a lot, is they have
10	depending on where you take it, you pay them to
11	park. So if this becomes down the road Jitney
12	parking, I'm just not sure I'm not sure how
13	that would be. I can remember an agreement years
14	ago where six spaces would be dedicated to guys
15	that went fishing and that kind of went by the
16	wayside.
17	TRUSTEE PHILLIPS: Yeah, that kind of
18	yeah, that kind of disappeared.
19	MR. SALADINO: So now, you know so now,
20	if we're going to give 20 spaces to the bus
21	and I'm not opposed to that, but not for \$15,000.
22	I did, you know
23	TRUSTEE ROBERTS: An argument could be
24	MR. SALADINO: I'm sorry.
25	TRUSTEE ROBERTS: An argument could be made

1	they're already I haven't paced it out, but
2	they're already using a bunch of land there. So
3	an argument could be made they're already using,
4	I think you said this, 10 spaces or so just to,
5	you know, to disembark and
6	MR. SALADINO: That's certainly true, but
7	this, in addition to where they park the bus and
8	where the bus shelter is, could be interpreted by
9	somebody, perhaps a guy like Billy who has
10	intimate has infinite influence with the bus
11	company and stuff, could interpret it to mean
12	that they're entitled to an additional 20 spaces.
13	MR. SWISKEY: That's the way I would read it.
14	MR. SALADINO: So
15	TRUSTEE ROBINS: Yeah, right.
16	MAYOR HUBBARD: I mean, the intent of this,
17	and with the conversations that we had with the
18	people from Hampton Jitney was really just to get
19	them to help pay some maintenance to the upkeep
20	and wear and tear and use of the parking lot.
21	MR. SALADINO: I think that's a great
22	thing.
23	MAYOR HUBBARD: And that's where the
24	intention was and that's where we're going,

1	there's if the Board feels that they want to
2	take out the 20 spots or discuss this further,
3	then we would not be voting on that, because, you
4	know, the resolution states authorizing me to
5	sign the agreement as is, so.
6	MR. SALADINO: If you guys could just come
7	up with an answer that makes sense to that. You
8	know, I just I just don't understand. I
9	certainly understand the maintenance portion, I
10	understand the dollar figure, I understand what
11	the intention was, but this is contrary to
12	this could be interpreted to mean something else.
13	TRUSTEE ROBINS: Joe, could we put some
14	language in here to the effect that those parking
15	spaces, if available?
16	TRUSTEE MARTILOTTA: Well, it's
17	nonexclusive.
18	TRUSTEE ROBINS: Yes. Well, nonexclusive,
19	it says that, yeah. But when you the term
20	I think reserved is what's kind of catching us
21	here.
22	MR. PROKOP: I think what we meant was not
23	to exceed 20 spaces.
24	TRUSTEE ROBINS: Not to exceed, yeah.
25	MR. SALADINO: Is that even enforceable?

1	How do you how do you decide? That's not
2	even that doesn't even make sense. How do you
3	decide? You know, the 21st guy to come in to get
4	the bus to Manhattan, you tell him no, that the
5	lot's full? I don't understand that.
6	MAYOR HUBBARD: Right.
7	MR. SALADINO: So before you guys before
8	you guys vote on this, having some experience
9	with ambiguity in the code and the law, you know,
10	maybe we should think this out a little bit.
11	So not to belabor this, I would just like
12	to one more question. The \$800,000 for
13	roadwork, did you break out how much to widen the
14	street costs?
15	MAYOR HUBBARD: The cement work down there,
16	I believe, was \$196,000.
17	MR. SALADINO: So it's not 800,000 to widen
18	Main Street.
19	MAYOR HUBBARD: No, it's 196,000 is the
20	cement work.
21	MR. SWISKEY: What about the street?
22	MAYOR HUBBARD: The street is partly being
23	paid for with the grant money from New York
24	State.
25	MR. SWISKEY: Yeah, but you said 190,000

1	for the cement work there.
2	MAYOR HUBBARD: Cement work, yes.
3	MR. SWISKEY: So the street would be more.
4	They'd have to grind the street to repave it,
5	right?
6	MAYOR HUBBARD: The repaving is being paid
7	for with the grant money from New York State.
8	Go ahead, John. That's right. I mean,
9	the 800 we're bonding for all the repairs, curbs,
10	sidewalks and that overall project.
11	MR. SALADINO: No. It's just that I hear a
12	lot of conversation, we're paying 800 grand to
13	widen Main Street.
14	MAYOR HUBBARD: No, that's
15	TRUSTEE ROBINS: No.
16	TRUSTEE PHILLIPS: It's the overall
17	project.
18	MR. SALADINO: And it's in my mind, that
19	wasn't what I had heard.
20	MAYOR HUBBARD: Right.
21	MR. SALADINO: But I hadn't heard how much
22	it was just to widen from Bay to
23	MAYOR HUBBARD: Central.
24	MR. SALADINO: Central.
25	TRUSTEE PHILLIPS: Central.

1	MR. SALADINO: So if it's 196,000 to widen
2	from Bay to Central, I mean, we should we
3	should say that. We shouldn't say it's \$800,000
4	to do that.
5	I think Main Street should be paved. I had
6	a little issue with the timing. I don't have an
7	issue with the trees. Trees are one of the few
8	renewable resources that we have. I mean, you
9	chop down a tree, new ones grow.
LO	Billy brought up a good point about the
11	telephone poles. I didn't give that much
L2	thought. If there's going to be a telephone pole
L3	in the middle of the sidewalk, that's probably
L4	not a good idea, so that might be something to
L5	consider. So I'm not sure where I'm going with
L6	this. Thanks for listening.
L7	MAYOR HUBBARD: Okay. Thank you.
L8	MS. WADE: Hi. I'm Randy Wade of Sixth
L9	Street, and I just retired as Transportation
20	Planner at New York City DOT after 20 years.
21	I've actually designed intersections and streets
22	all over New York City, and transportation is a
23	pretty complicated issue.
24	I was going to keep quiet, but I heard so
25	many good points, that I would respectfully

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

1	were very fortunate with the Front Street project
2	that we did not get high speeds, but we did get
3	about 26 miles an hour, and before we had about
4	20 to 22 miles per hour. So that a child
5	stepping out from a curb would not have been
6	killed at the lower end, probably won't be at 26.
7	Thirty, you're getting really very dangerous. So
8	even though 30 sounds very low to us out here,
9	so but when you're mixing pedestrians and
10	traffic, speed is the most important thing.
11	So looking at Main Street and how you want
12	it to go is just something that you may want to
13	have the Transportation Committee that you might
14	appoint discuss it and come up with alternatives
15	for you and look at what the problems are.
16	Whenever we're doing a study of redesigning
17	a street, the first thing we want to look at
18	are is safety, the safety numbers over at
19	least the last five years, and then, you know,
20	traffic volumes and what the alternatives are to
21	optimizing the traffic flow.
22	So, thank you.
23	MAYOR HUBBARD: All right.
24	MS. LUDACER: Hi. I'm Virginia Ludacer. I
25	have a building and business at 430 Main Street,

1	on the affected block, obviously, between Bay and
2	Central. And I read that the trees on the west
3	side of the street were going to be saved and it
4	was just the ones on the east side. So I had a
5	question, because does that mean that the
6	sidewalk is going to be taken in only on the east
7	side of the street 22 inches and the other side
8	is going to remain the same, or how is that going
9	to work?
10	MAYOR HUBBARD: Yes, the sidewalk will be
11	shrunk down. It will be widened on the east side
12	of the street, not on the west side, because
13	that's a continuous block that goes
14	MS. LUDACER: Okay. So I'm going to lose
15	almost two feet of sidewalk on the east side of
16	the street. That's as Mr. Swiskey was
17	pointing out, that's, you know, kind of a lot,
18	especially when you're going to have telephone
19	poles, and pedestrians, and people with baby
20	strollers. Can you explain?
21	MAYOR HUBBARD: Yeah. It would still be
22	ADA compliant. It would still meet the minimum
23	State requirements of the width of the sidewalk
24	an all going down, so it would be four foot wide.
25	MS. LUDACER: Well, I don't know yeah.

1 I don't know if you want just the minimum. 2 MAYOR HUBBARD: If you actually look at the 3 sidewalk that's there, the main part of the 4 sidewalk and only where like the cobblestone is on Front Street, there's another section of 5 6 sidewalk that goes along where the trees and that 7 stuff are. That's the section that we would be 8 taking out to match similar on the other sides of 9 that block. That's where it was looked at. 10 MS. LUDACER: Okay. Just I don't know if 11 you would maybe want to take a walk with all the 12 business owners there and show them how much it's 13 going to go. You're going to have the street two 14 feet closer to my building. That's not something 15 that makes me particularly happy. Losing trees 16 doesn't make me particularly happy. And I think 17 having the sidewalks that narrow might be a 18 safety issue, as Randy was pointing out and as 19 Mr. Swiskey was pointing out earlier. 20 And I didn't know if you had looked at 21 other options. I mean, I know that I talk about 22 it all the time. Maybe it's not a popular idea 23 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

24

25

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.

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

1	Street one way. But if First Street stayed two
2	way
3	MAYOR HUBBARD: But if you only can go
4	north on Main Street, there's no way you can get
5	to those parking spots for that block.
6	MS. LUDACER: If First Street is still two
7	way, I don't know why that would be a problem.
8	MAYOR HUBBARD: No. If you made Main
9	Street one way going north, there's no way you
LO	can go and make a turn onto Front Street between
L1	First and Main. If you leave Central Avenue,
L 2	you're going north. There's no way you can get
L3	to those parking spots that are along that side
L4	of the road, because there's no way you could
L 5	drive there if you're going north on Main Street
16	There's no way to get back there. Am I making
L7	sense of where I'm saying?
L8	MS. LUDACER: Maybe it's just me. I'll
L9	figure it out later.
20	MAYOR HUBBARD: Well, in front of Crazy
21	Beans, in front of the Arcade and those spots
22	MS. LUDACER: Yeah.
23	MAYOR HUBBARD: those restaurants,
24	you're driving west and pulling into those
25	parking spots. There's no way you can get to

1	Front Street. And if everybody has to go north,
2	there's no traffic coming in to make a right-hand
3	turn onto Front Street to get to those parking
4	spots.
5	MS. LUDACER: Unless you're coming from
6	Carpenter Street, though, not
7	MAYOR HUBBARD: Or you have to go the
8	little dead end by Sweet Indulgences.
9	MS. LUDACER: Or you're coming from
10	Claudio's. That would
11	MAYOR HUBBARD: From Claudio's, yes. If
12	you left Claudio's, you could go down there, but
13	nobody else would be able to get to those parking
14	spots, because you'd have to go the opposite way.
15	I'm just
16	TRUSTEE PHILLIPS: It was discussed.
17	MAYOR HUBBARD: Just looking at with the
18	discussion on it, I looked at the map of which
19	way that would go
20	TRUSTEE PHILLIPS: It was discussed.
21	MAYOR HUBBARD: and there's no way to
22	get actually back to that spot.
23	MS. LUDACER: I'm sure that's something
24	that could be figured out.
25	MAYOR HUBBARD: Okay.

_	no. Lubrock. I mean, it just seems like
2	instead of like just throwing that other idea
3	out, I mean, Mary Bess said it had been looked
4	at, but
5	MAYOR HUBBARD: It's been talked about for
6	20 years about one-way streets. I know at one
7	point they made no left-hand turn on First Street
8	going on to Front, and you had you could only
9	make a right-hand turn. That lasted about a year
10	and everybody went crazy about it and they took
11	the signs down. That's when we had our Police
12	Department, and you couldn't make a left-hand
13	turn that way to ease traffic flow. And
14	everybody complained about it, because those
15	stores, nobody could go down to those stores, and
16	the people in the downtown district complained
17	about having that. That was you know, I just
18	remember it, but I wasn't on the Board at the
19	time, but it was 25 years ago, and everybody
20	said, "No, you can't do that, you're killing our
21	business." So I just they've tried different
22	things with that with the one-ways and all and it
23	never seemed to work. But, you know, we can
24	MS. LUDACER: Well, that doesn't cost
25	\$200,000 either to try it, and if doesn't work,

1	you can always spend the money and make the
2	sidewalks really narrow and the street wider.
3	MAYOR HUBBARD: Okay.
4	MS. LUDACER: Right? Thank you.
5	MAYOR HUBBARD: Sure. Okay. Thank you.
6	MR. SWISKEY: George, I just remembered
7	what I couldn't remember.
8	MAYOR HUBBARD: That's fine.
9	MR. SWISKEY: William Swiskey, 184 Fifth
10	Street.
11	Yeah, the thing I wanted to talk about, and
12	then I forgot was believe it or not, was the
13	Jitney thing. Now I'm reading this paragraph
14	here, and maybe the Attorney can it says they
15	have nonexclusive use of the parking lot. That
16	means other buses can come in, right, and use the
17	bus stop?
18	MAYOR HUBBARD: Uh-huh.
19	MR. SWISKEY: All right. As long as we're
20	clear on that, because there are other buses that
21	use it besides the Jitney on occasion, all right?
22	Now it talks about Exhibit E, but there's
23	no Exhibit E attached to this paperwork here, and
24	that's what I wanted to ask about, because that
25	might make things clear. Do we have a copy of

1	that E Exhibit, Joe? A picture is worth
2	TRUSTEE ROBERTS: It's not there.
3	MR. PROKOP: It's not attached to it, no.
4	MR. SWISKEY: A picture is worth a thousand
5	words, I mean, because that picture would show
6	now it says, indicated reserved to 20 parking
7	spaces and the access to. Well, the access to is
8	the bus stop. There's that's never been
9	parking spaces. So I think you really shouldn't
10	vote on this tonight. You would want to clarify
11	it, because if the Jitney has feels it has
12	exclusive use of those spots, it's going to start
13	charging its customers, and then you're going to
14	wind up with a fight who's going to enforce it.
15	Thank you.
16	MAYOR HUBBARD: Thank you. Anybody else
17	wish to address the Board?
18	MR. NELSON: Ron Nelson, 310 Wiggins
19	Street.
20	Just a short word about the Greenport
21	Historic Transportation District shareholders
22	progress on ferry traffic. I know people are
23	frustrated by the by that traffic. Nobody's
24	more frustrated than people that live along
25	Wiggins Street and see it daily. But, you know,

1	I would say that the progress is reasonable, as
2	reasonable as you can expect when you've got the
3	Federal Government funding ferry transportation
4	projects through the State that, you know, the
5	Village is piggybacking on. It's complicated,
6	and so you don't get instant results. So we're
7	patient and things are happening.
8	A second point that I'd like to address,
9	maybe, Chatty brought it up at last month's
10	meeting, that was the turning radius that you
11	might need to get a bus to turn from Wiggins
12	Street onto Third Street northbound. She didn't
13	know whether there were parking spots at that
14	corner that were in her way, or there was just
15	illegal parking going on at that location. There
16	are, in fact, marked parking spots there. So I
17	guess, you know, we would we would encourage
18	you to look at that to see if a larger turning
19	radius could be accommodated by eliminating two
20	parking spots at that we know we don't want to
21	eliminate parking, excuse me, but that might be
22	crucial for facilitating traffic. Thank you.
23	MAYOR HUBBARD: Thank you. Okay. Anybody

(No Response)

else wish to address the Board?

24

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Т

1	MAYOR HUBBARD: We got everybody. Okay.
2	At this point, we'll move on to our regular
3	agenda.
4	I'll offer RESOLUTION #05-2017-1,
5	RESOLUTION adopting the May 2017 agenda as
6	printed. So moved.
7	TRUSTEE MARTILOTTA: Second.
8	MAYOR HUBBARD: All in favor?
9	TRUSTEE MARTILOTTA: Aye.
10	TRUSTEE PHILLIPS: Aye.
11	TRUSTEE ROBERTS: Aye.
12	TRUSTEE ROBINS: Aye.
13	MAYOR HUBBARD: Aye.
14	Opposed?
15	(No Response)
16	MAYOR HUBBARD: Motion carried.
17	TRUSTEE ROBERTS: RESOLUTION #05-2017-2,
18	RESOLUTION accepting the monthly reports of the
19	Greenport Fire Department, Village Administrator,
20	Village Treasurer, Village Clerk, Village
21	Attorney, Mayor and Board of Trustees. So moved.
22	TRUSTEE ROBINS: Second.
23	MAYOR HUBBARD: All in favor?
24	TRUSTEE MARTILOTTA: Aye.
25	TRUSTEE PHILLIPS: Aye.

1	TRUSTEE ROBERTS: Aye.
2	TRUSTEE ROBINS: Aye.
3	MAYOR HUBBARD: Aye.
4	Opposed?
5	(No Response)
6	MAYOR HUBBARD: Motion carried.
7	TRUSTEE ROBINS: RESOLUTION #05-2017-3,
8	RESOLUTION ratifying the following resolution
9	previously approved by the Board of Trustees at
10	the Trustees' work session meeting held on
11	May 18th, 2017:
12	RESOLUTION approving the hiring of Jodie
13	Corwin as a seasonal part-time employee at the
14	Village of Greenport Mitchell Park Marina Office
15	at a pay rate of \$11.00 per hour effective April
16	19th, 2017. So moved.
17	TRUSTEE MARTILOTTA: Second.
18	MAYOR HUBBARD: All in favor?
19	TRUSTEE MARTILOTTA: Aye.
20	TRUSTEE PHILLIPS: Aye.
21	TRUSTEE ROBERTS: Aye.
22	TRUSTEE ROBINS: Aye.
23	MAYOR HUBBARD: Aye.
24	Opposed?
25	(No Response)

1	MAYOR HUBBARD: Motion carried.
2	TRUSTEE MARTILOTTA: RESOLUTION #05-2017-4,
3	RESOLUTION authorizing the attendance of Village
4	Administrator Pallas at the APPA National
5	Conference in Orlando, Florida from June 16th,
6	2017 through June 21st, 2017; at a cost not to
7	exceed \$1,900.00, plus all applicable meal
8	expenses, to be expensed from account E.107
9	say again E.0782.000 (Management Services).
10	So moved.
11	TRUSTEE PHILLIPS: Second.
12	MAYOR HUBBARD: All in favor?
13	TRUSTEE MARTILOTTA: Aye.
14	TRUSTEE PHILLIPS: Aye.
15	TRUSTEE ROBERTS: Aye.
16	TRUSTEE ROBINS: Aye.
17	MAYOR HUBBARD: Aye.
18	Opposed?
19	(No Response)
20	MAYOR HUBBARD: Motion carried.
21	TRUSTEE PHILLIPS: RESOLUTION #05-2017-5,
22	RESOLUTION ratifying the re-hiring of Christian
23	Davis as a part-time, seasonal Park Attendant at
24	a pay rate of \$10.00 per hour, effective May 9th,
25	2017. So moved.

1	TRUSTEE ROBERTS: Second.
2	MAYOR HUBBARD: All in favor?
3	TRUSTEE MARTILOTTA: Aye.
4	TRUSTEE PHILLIPS: Aye.
5	TRUSTEE ROBERTS: Aye.
6	TRUSTEE ROBINS: Aye.
7	MAYOR HUBBARD: Aye.
8	Opposed?
9	(No Response)
10	MAYOR HUBBARD: Motion carried.
11	TRUSTEE ROBERTS: RESOLUTION #05-2017-6,
12	RESOLUTION re-hiring Sarah Doherty as a
13	part-time, seasonal employee at the Village of
14	Greenport Mitchell Park Marina Office, at a pay
15	rate of \$12.00 per hour, effective May 20th,
16	2017. So moved.
17	TRUSTEE ROBINS: Second.
18	MAYOR HUBBARD: All in favor?
19	TRUSTEE MARTILOTTA: Aye.
20	TRUSTEE PHILLIPS: Aye.
21	TRUSTEE ROBERTS: Aye.
22	TRUSTEE ROBINS: Aye.
23	MAYOR HUBBARD: Aye.
24	Opposed?
25	(No Response)

1	MAYOR HUBBARD: Motion carried.
2	TRUSTEE ROBINS: RESOLUTION #05-2017-7,
3	RESOLUTION re-hiring Grace Izzo as a Life Guard
4	at a pay rate of \$15.00 per hour, effective June
5	18th, 2017. So moved.
6	TRUSTEE MARTILOTTA: Second.
7	MAYOR HUBBARD: All in favor?
8	TRUSTEE MARTILOTTA: Aye.
9	TRUSTEE PHILLIPS: Aye.
10	TRUSTEE ROBERTS: Aye.
11	TRUSTEE ROBINS: Aye.
12	MAYOR HUBBARD: Aye.
13	Opposed?
14	(No Response)
15	MAYOR HUBBARD: Motion carried.
16	TRUSTEE MARTILOTTA: RESOLUTION #05-2017-8,
17	RESOLUTION hiring Samantha Asaro and Tyler Pira
18	as part-timer seasonal Camp Counselors at a pay
19	rate of \$10.00 per hour, effective Tuesday, June
20	13th, 2017. So moved.
21	TRUSTEE PHILLIPS: Second.
22	MAYOR HUBBARD: All in favor?
23	TRUSTEE MARTILOTTA: Aye.
24	TRUSTEE PHILLIPS: Aye.
25	

1	TRUSTEE ROBINS: Aye.
2	MAYOR HUBBARD: Aye.
3	Opposed?
4	(No Response)
5	MAYOR HUBBARD: Motion carried.
6	TRUSTEE PHILLIPS: RESOLUTION #05-2017-9,
7	RESOLUTION hiring: Aiden Fogerty, Xavier Kahn,
8	Toni Esposito, and Danielle Hatiz as Life Guards
9	at a pay rate of \$15.00 per hour, effective
10	June 18th, 2017. So moved.
11	TRUSTEE ROBERTS: Second.
12	MAYOR HUBBARD: All in favor?
13	TRUSTEE MARTILOTTA: Aye.
14	TRUSTEE PHILLIPS: Aye.
15	TRUSTEE ROBERTS: Aye.
16	TRUSTEE ROBINS: Aye.
17	MAYOR HUBBARD: Aye.
18	Opposed?
19	(No Response)
20	MAYOR HUBBARD: Motion carried.
21	TRUSTEE ROBERTS: RESOLUTION #05-2017-10,
22	RESOLUTION hiring Kyle Gardner and Christopher
23	Casswell as Camp Counselors at a pay rate of
24	\$10.00 per hour, effective June 13th, 2017. So
25	moved.

1	TRUSTEE ROBINS: Second.
2	MAYOR HUBBARD: All in favor?
3	TRUSTEE MARTILOTTA: Aye.
4	TRUSTEE PHILLIPS: Aye.
5	TRUSTEE ROBERTS: Aye.
6	TRUSTEE ROBINS: Aye.
7	MAYOR HUBBARD: Aye.
8	Opposed?
9	(No Response)
10	MAYOR HUBBARD: Motion carried.
11	TRUSTEE ROBINS: RESOLUTION #05-2017-11,
12	RESOLUTION to abandon the sewer main and pump
13	station easement for the property located on the
14	Southeast corner of the intersection at Third
15	Street and Front Street, SCTM# 1001-54-5. So
16	moved.
17	TRUSTEE MARTILOTTA: Second.
18	MAYOR HUBBARD: All in favor?
19	TRUSTEE MARTILOTTA: Aye.
20	TRUSTEE ROBERTS: Aye.
21	TRUSTEE ROBINS: Aye.
22	MAYOR HUBBARD: Aye.
23	TRUSTEE PHILLIPS: No.
24	MAYOR HUBBARD:
25	Opposed?

1	TRUSTEE PHILLIPS: No. I'm voting no. I
2	don't feel we've done enough homework on it, so.
3	TRUSTEE ROBERTS: I'm sorry?
4	TRUSTEE PHILLIPS: I don't feel we've done
5	enough to find out why it was originally put on,
6	so I'm voting no.
7	MAYOR HUBBARD: Okay. So the vote is four
8	to one in favor. Motion carried.
9	TRUSTEE MARTILOTTA: All right. RESOLUTION
10	#05-2017-12, RESOLUTION approving an increase in
11	the hourly wage rate of Joe O'Byrne, from \$12.00
12	to \$15.00 per hour, to be effective on
13	May 24, 2017; owing to the assumption of
14	additional duties, per Article VII (Salaries and
15	Compensation), Section (9)a - Merit Clause - of
16	the current collective bargaining agreement
17	between the Village of Greenport and the CSEA.
18	So moved.
19	TRUSTEE PHILLIPS: Second.
20	TRUSTEE ROBINS: Second. Whoops.
21	MAYOR HUBBARD: All in favor?
22	TRUSTEE MARTILOTTA: Aye.
23	TRUSTEE PHILLIPS: Aye.
24	TRUSTEE ROBERTS: Aye.
25	TRUSTEE ROBINS: Aye.

1	MAYOR HUBBARD: Aye.
2	Opposed?
3	(No Response)
4	MAYOR HUBBARD: Motion carried.
5	TRUSTEE PHILLIPS: RESOLUTION #05-2017-13,
6	RESOLUTION authorizing Treasurer Brandt to
7	perform attached Budget Amendment #3668, to fund
8	building department and code enforcement
9	expenses, and directing that Budget Amendment
10	#3668 be included as part of the formal meeting
11	minutes for the May 25th, 2017 regular meeting of
12	the Board of Trustees. So moved.
13	TRUSTEE ROBERTS: Second.
14	MAYOR HUBBARD: All in favor?
15	TRUSTEE MARTILOTTA: Aye.
16	TRUSTEE PHILLIPS: Aye.
17	TRUSTEE ROBERTS: Aye.
18	TRUSTEE ROBINS: Aye.
19	MAYOR HUBBARD: Aye.
20	Opposed?
21	(No Response)
22	MAYOR HUBBARD: Motion carried.
23	TRUSTEE ROBERTS: RESOLUTION #05-2017-14,
24	RESOLUTION authorizing Treasurer Brandt to
25	perform attached Budget Transfer #3669, for

1	year-end housekeeping for the General Fund
2	payroll accounts, and directing that Budget
3	Transfer #3669 be included as part of the formal
4	meeting minutes for the May 25th, 2017 regular
5	meeting of the Board of Trustees. So moved.
6	TRUSTEE ROBINS: Second.
7	MAYOR HUBBARD: All in favor?
8	TRUSTEE MARTILOTTA: Aye.
9	TRUSTEE PHILLIPS: Aye.
10	TRUSTEE ROBERTS: Aye.
11	TRUSTEE ROBINS: Aye.
12	MAYOR HUBBARD: Aye.
13	Opposed?
14	(No Response)
15	MAYOR HUBBARD: Motion carried.
16	TRUSTEE ROBINS: RESOLUTION #05-2017-15,
17	RESOLUTION authorizing Treasurer Brandt to
18	perform attached Budget Transfer #3670, for the
19	funding of Fire Department supplies and training,
20	and directing that Budget Transfer #3670 be
21	included as part of the formal meeting minutes
22	for the May 25th, 2017 regular meeting of the
23	Board of Trustees. So moved.
24	TRUSTEE MARTILOTTA: Second.
25	MAYOR HUBBARD: All in favor?

1	TRUSTEE MARTILOTTA: Aye.
2	TRUSTEE PHILLIPS: Aye.
3	TRUSTEE ROBERTS: Aye.
4	TRUSTEE ROBINS: Aye.
5	MAYOR HUBBARD: Aye.
6	Opposed?
7	(No Response)
8	MAYOR HUBBARD: Motion carried.
9	TRUSTEE MARTILOTTA: RESOLUTION
10	#05-2017-16, RESOLUTION authorizing Treasurer
11	Brandt to perform attached Budget Transfer #3671,
12	for the funding of Village trash receptacles, and
13	directing that Budget Transfer #3671 be included
14	as part of the formal meeting minutes for the
15	May 25th, 2017 regular meeting of the Board of
16	Trustees. So moved.
17	TRUSTEE PHILLIPS: Second.
18	MAYOR HUBBARD: All in favor?
19	TRUSTEE MARTILOTTA: Aye.
20	TRUSTEE PHILLIPS: Aye.
21	TRUSTEE ROBERTS: Aye.
22	TRUSTEE ROBINS: Aye.
23	MAYOR HUBBARD: Aye.
24	Opposed?
25	(No Response)

1	MAYOR HUBBARD: Motion carried.
2	TRUSTEE PHILLIPS: RESOLUTION #05-2017-17,
3	RESOLUTION approving the attached SEQRA
4	resolution regarding the bond resolution dated
5	May 25th, 2017, adopting Lead Agency status and
6	adopting a Negative Declaration with results
7	I'm sorry with regard to SEQRA. So moved.
8	TRUSTEE ROBERTS: Second.
9	MAYOR HUBBARD: All in favor?
10	TRUSTEE MARTILOTTA: Aye.
11	TRUSTEE PHILLIPS: Aye.
12	TRUSTEE ROBERTS: Aye.
13	TRUSTEE ROBINS: Aye.
14	MAYOR HUBBARD: Aye.
15	Opposed?
16	(No Response)
17	MAYOR HUBBARD: Motion carried.
18	TRUSTEE ROBERTS: RESOLUTION #05-2017-18,
19	RESOLUTION approving the attached bond resolution
20	dated May 25th, 2017 provided by Norton Rose
21	Fulbright, in the amount of \$800,000 for
22	improvements to specific Village of Greenport
23	roads, sidewalks and curbs. So moved.
24	TRUSTEE ROBINS: Second.
25	MAYOR HUBBARD: All right. Just a brief

1	discussion on that. I know we had some comments
2	from the public on this project and all. We're
3	going to authorize to go ahead and bond to get
4	the money, but the plan is not set in stone. We
5	can review it, we can look at it, when we start
6	laying out exactly what we're doing there. It
7	could definitely be modified and changed as we're
8	doing it. It was just a plan to move forward
9	with this.
10	So, I mean, the overall project, we're
11	going to do the repairs, infrastructure repairs
12	that we talked about. If we decide to go less at
13	that block or do something a little different
14	there, it's left open for interpretation. We're
15	just going to start moving the project forward to
16	get some of this stuff done as our ongoing
17	infrastructure repairs.
18	TRUSTEE PHILLIPS: Mayor.
19	MAYOR HUBBARD: I just want to be clear
20	with everybody on that, okay?
21	TRUSTEE PHILLIPS: Okay. Mayor Hubbard,
22	can I just say that Administrator Pallas let me
23	borrow Derryl for about a half hour to 45 minutes
24	on Monday and I did walk the whole path. My
25	suggestion would be if the rest of the Trustees

1	get an opportunity to have berryl explain to you
2	all of the different options that are available
3	that we that's when I finally found that it
4	was really a work in progress as far as the
5	project.
6	So I would encourage the rest of the
7	Trustees to take a couple of minutes and go
8	through it with him, because it's it was an
9	interesting discussion, especially on solving
10	some of our MS4 problems with the stormwater
11	drains, and correcting some of the electrical,
12	and, Mr. Pallas, correct me, but moving some of
13	those poles to make it a more efficient line
14	placement, correct?
15	MR. PALLAS: That's right.
16	TRUSTEE PHILLIPS: Okay. That's my
17	suggestion.
18	MAYOR HUBBARD: Okay. And, also, I know
19	everybody is concerned about the trees, but if
20	you actually look at the trees, where they are,
21	they've kind of grown bigger than when they were
22	put in 25 years ago and they are tangled right up
23	into the wires now. They're going to need to be
24	pruned a lot to get them away from the wires, and

when you prune that type of tree --

25

1	TRUSTEE PHILLIPS: They're tall.
2	MAYOR HUBBARD: that much, it doesn't
3	leave a lot left to the tree. So to put some
4	smaller trees in a different area along the block
5	will still give you the shade cover that
6	everybody's looking for. But, I mean, I'd stop
7	in the front and look up, you can see where it's
8	all grown right around the wires and everything.
9	But we will you know, it's not set in
10	stone. We're just we're moving the project
11	forward, and we'll take everybody's concerns.
12	We'll meet with them, I'll meet with them. And,
13	you know, Andy and Ricky are right on that corner
14	down at that end of the block, and I'll meet with
15	them. We'll walk out front and we'll take a
16	look. So, okay?
17	TRUSTEE ROBERTS: Yeah. No one in town,
18	Mr. Mayor, is going to say that all the roads are
19	perfect and we should stop fixing them. So
20	MAYOR HUBBARD: Right. Well, exactly.
21	TRUSTEE ROBERTS: All we're doing now is
22	saying we're going to fix some roads and we'll
23	figure out the details.
24	MAYOR HUBBARD: That's right. And we'll
25	you know, we're definitely going to take

1	everybody's concern that spoke about it tonight.
2	We will listen their concerns. We'll go down and
3	meet with them, we all can. And just if we
4	modify the plan a little bit, we'll do that. You
5	know, whatever's the best for the overall Village
6	and everybody, we'll you know, we just going
7	to move it forward.
8	TRUSTEE ROBERTS: I appreciate that.
9	TRUSTEE ROBINS: And there are multiple
10	projects in that bond. Like I said, this
11	MAYOR HUBBARD: Yes.
12	TRUSTEE ROBINS: Even that one section is
13	only what, about 20% of it, roughly 200,000.
14	MAYOR HUBBARD: Yes.
15	TRUSTEE ROBINS: So there's many areas in
16	the Village that will be worked on, so
17	TRUSTEE ROBERTS: Starting with the
18	Firehouse.
19	TRUSTEE ROBINS: The Firehouse.
20	TRUSTEE ROBERTS: The Chief has been
21	talking with us about that for
22	MAYOR HUBBARD: Yeah.
23	TRUSTEE PHILLIPS: The ramps.
24	TRUSTEE ROBERTS: Since he became Chief.
25	MAYOR HUBBARD: Yeah. So Firehouse and the

1	other one, so
2	TRUSTEE ROBINS: The driveways at the
3	firehouse, right.
4	MAYOR HUBBARD: That's actually as I
5	described the project at the work session, that's
6	the last part of the project. So we're going to
7	start working on the other things, and that's
8	going to be a Fall project anyway, so we have
9	plenty of time to review, modify, or do whatever
10	the Board feels fit at the time.
11	Okay. Any other discussion?
12	TRUSTEE ROBINS: Just one another a
13	comment, Mayor, and that is that this bond is
14	we are not using the PSE&G money for this
15	project, just so everybody understands that.
16	MAYOR HUBBARD: No, we are not.
17	TRUSTEE ROBINS: That was never discussed,
18	stated.
19	MAYOR HUBBARD: No. The last two years
20	we've used money from fund balance that we had.
21	And the prudent thing to do at this point is to
22	keep the projects forward, to keep doing more,
23	was the bond for this portion of it. The PSE&G
24	money, if and when we get that, as that goes on,
25	we'll have a separate capital plan for using that

1	money for with public comment and everything
2	else of how we see fit with that.
3	TRUSTEE PHILLIPS: And, Mayor, in all
4	honesty, who better to invest in credit in
5	wise credit borrowing but ourselves? Who better
6	to invest in but ourselves?
7	MAYOR HUBBARD: Yeah.
8	TRUSTEE PHILLIPS: So that's the way I
9	feel.
10	MAYOR HUBBARD: Okay. Any other
11	discussion?
12	TRUSTEE MARTILOTTA: No
13	MAYOR HUBBARD: Okay. All in favor?
14	TRUSTEE MARTILOTTA: Aye.
15	TRUSTEE ROBERTS: Aye.
16	TRUSTEE ROBINS: Aye.
17	MAYOR HUBBARD: Opposed?
18	TRUSTEE PHILLIPS: Mr. Mayor, you have to
19	do a roll call vote.
20	MAYOR HUBBARD: What's that?
21	CLERK PIRILLO: Would you like a roll call
22	vote, being that we need a super-majority
23	TRUSTEE PHILLIPS: Super-majority.
24	CLERK PIRILLO: for approval?
25	MAYOR HUBBARD: Oh, you're right. Okay.

1	That's a bond resolution. Yup. Clerk, call the
2	roll.
3	CLERK PIRILLO: Thank you.
4	(Roll Call Vote by Village Clerk)
5	TRUSTEE ROBERTS: Yes.
6	TRUSTEE ROBINS: Yes.
7	TRUSTEE MARTILOTTA: Yes.
8	TRUSTEE PHILLIPS: Yes.
9	MAYOR HUBBARD: Yes.
10	CLERK PIRILLO: Thank you.
11	MAYOR HUBBARD: I forgot about that
12	portion, that we need to have a super-majority.
13	Okay. That was
14	TRUSTEE ROBERTS: That was me.
15	TRUSTEE PHILLIPS: It was Doug and Julia.
16	TRUSTEE ROBINS: It was mine?
17	TRUSTEE MARTILOTTA: Doug, I think.
18	TRUSTEE ROBERTS: I just I'll go again.
19	RESOLUTION #05-2017-19
20	TRUSTEE PHILLIPS: That was Julia.
21	TRUSTEE ROBERTS: RESOLUTION authorizing
22	Treasurer Brandt to make an additional
23	contribution of \$27,023.94 to the Village of
24	Greenport Volunteer Firefighter Length of Service
25	Award Program. So moved.

1	TRUSTEE ROBINS: Second.
2	MAYOR HUBBARD: All in favor?
3	TRUSTEE MARTILOTTA: Aye.
4	TRUSTEE PHILLIPS: Aye.
5	TRUSTEE ROBERTS: Aye.
6	TRUSTEE ROBINS: Aye.
7	MAYOR HUBBARD: Aye.
8	Opposed?
9	(No Response)
10	MAYOR HUBBARD: Motion carried.
11	TRUSTEE ROBINS: RESOLUTION #05-2017-20,
12	RESOLUTION approving the agreement between the
13	Village of Greenport and the Town of Southold
14	regarding the use of the Village Marine Pump-Out
15	Station, and authorizing Mayor Hubbard to sign
16	the agreement between the Village of Greenport
17	and the Town of Southold. So moved.
18	TRUSTEE MARTILOTTA: Second.
19	MAYOR HUBBARD: All in favor?
20	TRUSTEE MARTILOTTA: Aye.
21	TRUSTEE PHILLIPS: Aye.
22	TRUSTEE ROBERTS: Aye.
23	TRUSTEE ROBINS: Aye.
24	MAYOR HUBBARD: Aye.
25	Opposed?

1	(No Response)
2	MAYOR HUBBARD: Motion carried.
3	TRUSTEE MARTILOTTA: RESOLUTION
4	#05-2017-21, RESOLUTION authorizing the renewal
5	of the lease between the Village of Greenport and
6	The Stirling Historical Society for the "Berger
7	House", with all terms and conditions per the
8	original lease dated October 1st, 1982. So
9	moved.
10	TRUSTEE PHILLIPS: Second.
11	MAYOR HUBBARD: All in favor?
12	TRUSTEE MARTILOTTA: Aye.
13	TRUSTEE PHILLIPS: Aye.
14	TRUSTEE ROBERTS: Aye.
15	TRUSTEE ROBINS: Aye.
16	MAYOR HUBBARD: Aye.
17	Opposed?
18	(No Response)
19	MAYOR HUBBARD: Motion carried.
20	TRUSTEE PHILLIPS: RESOLUTION #05-2017-22,
21	RESOLUTION authorizing the renewal of the lease
22	between the Village of Greenport and The Stirling
23	Historical Society for the "Ireland House", with
24	all the terms and conditions per the original
25	lease dated November 14, 1975. So moved.

1	TRUSTEE ROBERTS: Second.
2	MAYOR HUBBARD: All in favor?
3	TRUSTEE MARTILOTTA: Aye.
4	TRUSTEE PHILLIPS: Aye.
5	TRUSTEE ROBERTS: Aye.
6	TRUSTEE ROBINS: Aye.
7	MAYOR HUBBARD: Aye.
8	Opposed?
9	(No Response)
10	MAYOR HUBBARD: Motion carried.
11	TRUSTEE ROBERTS: RESOLUTION #05-2017-23,
12	RESOLUTION scheduling a public hearing for the
13	June 22nd, 2017 excuse me a public hearing
14	for June 22nd, 2017 at 7 p.m. at the Third Street
15	Firehouse, Third and South Streets, Greenport,
16	New York, 11944, for the Wetlands Permit
17	Application submitted by North Ferry Co., Inc.,
18	to replace 28 decayed pilings with new pilings
19	and install plastic guards on the pilings; and
20	directing Clerk Pirillo to notice the public
21	hearing accordingly. So moved.
22	TRUSTEE ROBINS: Second.
23	MAYOR HUBBARD: All in favor?
24	TRUSTEE MARTILOTTA: Aye.
25	TRUSTEE PHILLIPS: Aye.

1	TRUSTEE ROBERTS: Aye.
2	TRUSTEE ROBINS: Aye.
3	MAYOR HUBBARD: Aye.
4	Opposed?
5	(No Response)
6	MAYOR HUBBARD: Motion carried.
7	TRUSTEE ROBINS: RESOLUTION #05-2017-24,
8	RESOLUTION scheduling a public hearing for June
9	22nd, 2017 at 7:00 p.m. at the Third Street
10	Firehouse concerning a proposed Amendment to
11	Chapter 103 (Rental Regulations for Residential
12	Properties) of the Village of Greenport Code, and
13	directing Clerk Pirillo to notice the public
14	hearing accordingly. So moved.
15	TRUSTEE MARTILOTTA: Second.
16	MAYOR HUBBARD: All in favor?
17	TRUSTEE MARTILOTTA: Aye.
18	TRUSTEE PHILLIPS: Aye.
19	TRUSTEE ROBERTS: Aye.
20	TRUSTEE ROBINS: Aye.
21	MAYOR HUBBARD: Aye.
22	Opposed?
23	(No Response)
24	MAYOR HUBBARD: Motion carried.
25	TRUSTEE MARTILOTTA: RESOLUTION

1	#05-2017-25, RESOLUTION approving the Public
2	Assembly Permit Application as submitted by the
3	Long Island Metropolitan Lacrosse Foundation for
4	the use of the parking area at the Polo Grounds
5	on Moore's Lane from 7:00 a.m. through 7:00 p.m.
6	on July 29th, 2017 and July 30th, 2017 for the
7	annual Lacrosse Tournament.
8	Approval of this application is predicated
9	upon the applicant providing attendants to direct
10	the parking of vehicles on Moore's Lane for
11	spectators and participants. So moved.
12	TRUSTEE PHILLIPS: Second.
13	MAYOR HUBBARD: All in favor?
14	TRUSTEE MARTILOTTA: Aye.
15	TRUSTEE PHILLIPS: Aye.
16	TRUSTEE ROBERTS: Aye.
17	TRUSTEE ROBINS: Aye.
18	MAYOR HUBBARD: Aye.
19	Opposed?
20	(No Response)
21	MAYOR HUBBARD: Motion carried.
22	TRUSTEE PHILLIPS: RESOLUTION #05-2017-26,
23	RESOLUTION approving the Public Assembly Permit
24	Application as submitted by Standard Hose
25	Company #4 of the Greenport Fire Department for

1	the use of the grounds at the Third Street Fire
2	Station from 4:00 p.m. through 7:00 p.m. on
3	August 19th, 2017 for the annual Chicken Barbecue
4	Fundraiser. So moved.
5	TRUSTEE ROBERTS: Second.
6	MAYOR HUBBARD: All in favor?
7	TRUSTEE MARTILOTTA: Aye.
8	TRUSTEE PHILLIPS: Aye.
9	TRUSTEE ROBERTS: Aye.
10	TRUSTEE ROBINS: Aye.
11	MAYOR HUBBARD: Aye.
12	Opposed?
13	(No Response)
14	MAYOR HUBBARD: Motion carried.
15	TRUSTEE ROBERTS: RESOLUTION #05-2017-27,
16	RESOLUTION accepting the bid submitted by Full
17	Cesspool, LLC for liquid sludge hauling at the
18	Village of Greenport Wastewater Treatment Plant,
19	at a cost of \$169.69 per thousand gallons, per
20	the bid opening on April 20th, 2017; and further
21	authorizing Mayor Hubbard to execute the contract
22	between Full Cesspool, LLC and the Village of
23	Greenport. So moved.
24	TRUSTEE ROBINS: Second.
25	MAYOR HUBBARD: All in favor?

1	TRUSTEE MARTILOTTA: Aye.
2	TRUSTEE PHILLIPS: Aye.
3	TRUSTEE ROBERTS: Aye.
4	TRUSTEE ROBINS: Aye.
5	MAYOR HUBBARD: Aye.
6	Opposed?
7	(No Response)
8	MAYOR HUBBARD: Motion carried.
9	TRUSTEE ROBINS: RESOLUTION #05-2017-28,
10	RESOLUTION approving the following musical
11	performance schedule and payments for the 2017
12	Dances in the Park program, to be expensed from
13	account A.7312.400 (Arts and Culture
14	Exhibitions):
15	July 3: No Request Band - \$1,100.00
16	July 10: Swan Live - \$1,000.00
17	July 17: Bobby Nathan Band - \$1,000.00
18	July 24: Southbound - \$1,200.00
19	July 31: Abrazos - \$2,500.00
20	August 7: Blue Moon Rising - \$800.00
21	August 14: Winston Irie - \$1,300.00
22	August 21: Vendettas - \$800.00
23	August 28: Gene Casey - \$1,200.00
24	And Technical sound services performed by
25	Jaime Schott for eight performances at \$350.00

1	each, at \$2,800.00. So moved.
2	TRUSTEE MARTILOTTA: Second.
3	MAYOR HUBBARD: All in favor?
4	TRUSTEE MARTILOTTA: Aye.
5	TRUSTEE PHILLIPS: Aye.
6	TRUSTEE ROBERTS: Aye.
7	TRUSTEE ROBINS: Aye.
8	MAYOR HUBBARD: Aye.
9	Opposed?
10	(No Response)
11	MAYOR HUBBARD: Motion carried.
12	TRUSTEE MARTILOTTA: RESOLUTION
13	#05-2017-29, RESOLUTION approving the attached
14	Declaration of Easement between the Village of
15	Greenport and IGA, Inc.; and authorizing Mayor
16	Hubbard to sign the Declaration of Easement
17	between the Village of Greenport and IGA, Inc.
18	So moved.
19	TRUSTEE PHILLIPS: Second.
20	MAYOR HUBBARD: All in favor?
21	TRUSTEE MARTILOTTA: Aye.
22	TRUSTEE PHILLIPS: Aye.
23	TRUSTEE ROBERTS: Aye.
24	TRUSTEE ROBINS: Aye.
25	MAYOR HUBBARD: Aye.

1	Opposed?
2	(No Response)
3	MAYOR HUBBARD: Motion carried.
4	TRUSTEE PHILLIPS: RESOLUTION #05-2017-30,
5	RESOLUTION approving the attached Sewer Agreement
6	between the Village of Greenport and Colin
7	Ratsey; and authorizing Mayor Hubbard to sign the
8	Sewer Agreement between the Village of Greenport
9	and Colin Ratsey. So moved.
10	TRUSTEE ROBERTS: Second.
11	MAYOR HUBBARD: All in favor?
12	TRUSTEE MARTILOTTA: Aye.
13	TRUSTEE PHILLIPS: Aye.
14	TRUSTEE ROBERTS: Aye.
15	TRUSTEE ROBINS: Aye.
16	MAYOR HUBBARD: Aye.
17	Opposed?
18	(No Response)
19	MAYOR HUBBARD: Motion carried.
20	Item #31, I'd like to offer a motion to
21	table Item 31, to clarify some of the wording and
22	paperwork on that. I'd like to get this going,
23	but I want to make sure that we do it. And let's
24	reread it again, let's do some changes, let's
25	modify it and make sure that we're all

1	comfortable with it. So I offer a motion to
2	table Item 31 until next month.
3	TRUSTEE PHILLIPS: Second.
4	TRUSTEE MARTILOTTA: Second.
5	MAYOR HUBBARD: All in favor?
6	TRUSTEE MARTILOTTA: Aye.
7	TRUSTEE PHILLIPS: Aye.
8	TRUSTEE ROBERTS: Aye.
9	TRUSTEE ROBINS: Aye.
10	MAYOR HUBBARD: Aye.
11	Opposed?
12	(No Response)
13	MAYOR HUBBARD: Motion carried. Item is
14	tabled.
15	TRUSTEE ROBERTS: RESOLUTION #05-2017-32,
16	RESOLUTION approving all checks per the
17	Voucher Summary Report dated May 19th, 2017, in
18	the total amount of \$627,000, 656 excuse me
19	\$627,656.75 consisting of:
20	o All regular checks in the amount of
21	\$591,050.54, and
22	o All prepaid checks (including wire
23	transfers) in the amount of \$36,606.21. So
24	moved.
25	TRUSTEE ROBINS: Second.

1	MAYOR HUBBARD: All in favor?
2	TRUSTEE MARTILOTTA: Aye.
3	TRUSTEE PHILLIPS: Aye.
4	TRUSTEE ROBERTS: Aye.
5	TRUSTEE ROBINS: Aye.
6	MAYOR HUBBARD: Aye.
7	Opposed?
8	(No Response)
9	MAYOR HUBBARD: Motion carried.
10	All right. I'll offer a motion to
11	adjourn
12	TRUSTEE PHILLIPS: Second.
13	MAYOR HUBBARD: at 8:07.
14	TRUSTEE PHILLIPS: Second.
15	MAYOR HUBBARD: All in favor?
16	TRUSTEE MARTILOTTA: Aye.
17	TRUSTEE PHILLIPS: Aye.
18	TRUSTEE ROBERTS: Aye.
19	TRUSTEE ROBINS: Aye.
20	MAYOR HUBBARD: Aye.
21	Opposed?
22	(No Response)
23	MAYOR HUBBARD: Motion carried. We are
24	adjourned. Everybody, have an enjoyable Memorial
25	Day weekend. But let's remember what the purpose

1	of this all is and just say a prayer for the
2	families that have lost a family member and a
3	loved one in protecting our country. Thank you
4	(The meeting was adjourned at 8:07 p.m.)
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1	CERTIFICATION
2	
3	STATE OF NEW YORK )
4	) SS:
5	COUNTY OF SUFFOLK )
6	
7	I, LUCIA BRAATEN, a Court Reporter and
8	Notary Public for and within the State of New
9	York, do hereby certify:
10	THAT, the above and foregoing contains a
11	true and correct transcription of the proceedings
12	taken on May 25, 2017.
13	I further certify that I am not related to
14	any of the parties to this action by blood or
15	marriage, and that I am in no way interested in
16	the outcome of this matter.
17	IN WITNESS WHEREOF, I have hereunto set my
18	hand this 7th day of May, 2017.
19	
20	<u>Lucia Braaten</u> Lucia Braaten
21	Edera Braaten
22	
23	
24	
25	

#	<b>\$1,200.00</b> [2] - 76:18,	<b>10</b> [10] - 3:11, 3:13,	73:9, 74:6, 75:3,	<b>6%</b> [2] - 11:19, 13:10
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**Zero** [1] - 40:22 **Zoning** [1] - 5:24

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. Date Prepared: 05/11/2017 08:47 AM

### VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

### **Budget Adjustment Form**

Year:

2017

Period: 5

Trans Type:

B2 - Amend

Status: Batch

Trans No:

3668

Trans Date: 05/10/2017

User Ref:

ROBERT

0.000

Requested: R. BRANDT

Approved:

Created by:

ROBERT

05/10/2017

Description: BUDGET AMENDMENT FOR BUILDING & CODE ENFORCEMENT

Account # Order: No Print Parent Account: No

Account No.		, i trombonium i m	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.8030.400	ZONING/PLANNING LEGAL EXPENSE		4,000.00
		Total Amount:	40,200.00

### VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

### **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: No

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:	0.00
		CONTRACTOR TO THE PARTY OF THE

Date Prepared: 05/11/2017 11:49 AM

### VILLAGE OF GREENPORT

GLR4150 1.0 Page 1 of 1

### Budget Adjustment Form

Year:

2017

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

Trans No:

3670

Trans Date: 05/11/2017

User Ref:

ROBERT

Requested: W. MILLER

Approved:

Created by:

ROBERT

05/11/2017

Description: BUDGET TRANSFER TO FUND SUPPLIES AND TRAINING

Account # Order: No

Print Parent Account, No.

Account No.	Account Description		Amount
A.3410,456	Account Description FIRE.MEDICAL EQUIPMENT & SUPPLIES		3,000.00
A.3410.404	FIRE.FUEL OIL.		-3,000.00
A.3410.455	FIRE EMS TRAINING		1,000.00
A.3410.460	FIRE ANTIQUE ACQUISITION		-1,000.00
A.3410.200	FIRE DEPT.EQUIPMENT		165.00
A.3410.420	FIRE.WATER/SEWER & ELECTRIC		3,500.00
A.3410.432	FIRE PERMA INS - WORKERS COMP		-3,665.00
		Total Amount:	0.00

Date Prepared: 05/11/2017 02:03 PM

### VILLAGE OF GREENPORT

GLR4150 1.0

Page 1 of 1

### **Budget Adjustment Form**

Year:

2017

Period: 5

Trans Type:

B1 - Transfer

Status: Batch

Trans No:

3671

Trans Date: 05/11/2017

User Ref:

ROBERT

Requested: P. PALLAS

Approved:

Created by:

ROBERT

05/11/2017

Description: BUDGET 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:	0.00

#### BOARD OF TRUSTEES

#### VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING
ISSUANCE OF BOND IN THE AMOUNT OF \$800.000
FOR A TERM NOT TO EXCEED OF TEN YEARS FOR
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	seconded by,

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 1301 Avenue of the Americas New York, New York 10019-6022 United States

Randolph J. Mayer
Partner
Direct line +1 212 318 3383
randolph.mayer@nortonrosefulbright.com

Tel +1 212 318 3000 Fax +1 212 318 3400 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.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

NORTON ROSE FULBRIGHT

Mr. Robert Brandt 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

The following resolution was offered by Trustee	
ABSENT:	
PRESENT:	
roll being called, the following were	
The meeting was called to order by	, and upon
o'clockM., Prevailing Time.	
New York, held at the Village Hall, in Greenport, New York, in said Villa	ge, on May 25, 2017, at
At a regular meeting of the Board of Trustees of the Village of G	reenport, Suffolk County,

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
Co	nstitution.									
Se	ection 11.	Upon	this resoluti	on tak	king effect,	the	same sha	all be pu	blished in s	ummary
form in			, the	offici	al newspap	er,	together	with a r	notice of the	Village
Clerk in su	ıbstantially t	he form	n provided ir	Sect	ion 81.00 of	f the	Local Fir	nance La	aw.	
Se	ction 12.	This r	esolution is	adopt	ed subject	to p	ermissive	referen	dum in acco	ordance
with Section	on 36.00 of	the Loc	al Finance L	aw ar	nd Article 9	of th	ne Village	Law		

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

The resolution was thereupon declared duly adopted.

69615361.2

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, <u>PRIOR</u> 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

I FURTHER CERTIFY that <u>PRIOR</u> 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 WHE	REOF, I have here	unto set my han	d and affixed the	seal of said Village
on May	, 2017.				
	Ī	Villa	age 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.

	Village Cler

# AFFIDAVIT OF POSTING

STATE OF NEW YORK	) ) ss.:
COUNTY OF SUFFOLK	) 33
I, the undersign DEPOSE AND SAY:	ed Clerk of the Village of Greenport, Suffolk County, New York,
That on bond resolution adopted Village:	, 2017, I caused to be posted a summary Notice of Adoption of A May 25, 2017, at the following six (6) conspicuous public places in said

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.

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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, 2017	
		Village Clerk
Sworn to	before me on , 2017.	
	Notary Public	

# AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND 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 11971-0959, do hereby agree as follows:

- 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.
- 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.
- 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.
- 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.
- This contract shall be automatically renewed with the same terms and rates each season unless written cancellation is provided to the other party.
- 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.

# WILLAGE OF GREENPORT By:\_\_\_\_\_ George W. Hubbard, Jr., Mayor Dated:\_\_\_\_ TOWN OF SOUTHOLD By:\_\_\_\_ Scott A. Russell, Supervisor Dated:\_\_\_\_

STANLEY S. CORWIN, P. C. ATTORNEY AND COUNSELOR AT LAW OF THUT STREET GREENFORT, NEW YORK 1154 Tilephone 516 - 477-0031

### MEMORANDUM

To:

Frank S. Coyle

From:

Stanley S. Corwin

Re:

Berger Building lease

Date: ' Oct. 1, 1982

The proposed lease to the Historical Society seems to be okay.

1 1

Note the cost items:

a) 917 b) 95 c) 94 d) 93 e) 97

917 Site preparation
95 Liability insurance
94 Repair, refurbish and maintain
93 Utilities; janitorial
97 Removal and restoration of site

The first and last are one shot Items; the others continuing.

Society's board of trustees action required before you sign.

I don't remember whether we have an impression seal; is we don't: speak to me about the form of acknowledgment.

Usually when the consideration is \$1 payment is waived. When you, Hubbard and Tedeschi are shaking hands at the execution, assume it out loud.

The actual payment is an additional cost item to both sides; if they get technical, I suggest you give them \$25 and let the next generation worry from then on.

REDERICK J. TEDESCHI ATTORNOT AT LAW 210 FROM STREET 7 P.O. DOK 162 GUERRONT, NEW YORK, 1944

September 29, 1982

Mr. Frank S. Coyle
President
The Stirling Historical Society
P.O. Box 500
Greenport, New York 11944

Rei The Village of Greenport with Ti

Dear Sparky:

I enclose herewith for your examination, perusal and apprent the proposed Lease between the Historical Society and the VIM of Greenport.

Also enclosed is copy of proposed Bill of Sale conveying the ownership of the "Berger House" to the Society.

I have also forwarded copy of the enclosures to the Mayor and Board of Trustees of the Village of Greenport.

If you have any questions please call me.

## LEASE

LEASE made: this day of October, 1982, between the VII age of Greenport, a municipal corporation having its office and principal place of business at 236 Third Street, Greenport, Suff County, New York; hereinafter called "village", and The Stirling Historical Society, a non-profit corporation organized under the laws of the State of New York; and having its principal office a P.O. Box 500, Greenport, Suffolk County, New York, hereinafter & called "the Corporation"

## IITNESSETH

WHEREAS, The Village and The Corporation desire to develop that portion of real property owned by the Village for historical purposes so that the Corporation may maintain a historical edification public use for the benefit of the public, were particularly described as follows:

described as follows:

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Greenport Town of Southold, County of Suffolk and State of New York, being in particularly, bounded, and described as follows:

particularly bounded and described as follows:

BEGINING at a point on the boundary line between land of the party of the first part and land of the party of the first part and land of the party of the first part and land of the party of the first part and land of the party of the first part and land of the party of the second part said point being the following two courses from the point of intersection of the southerly line of South Street with the westerly line of Main Street; (1) South following two courses from the point of intersection of the section of the party side of Main Street; thence (2) South 85 degrees 44 minutes; 50 seconds West 158;0 feet to the point of beginning of the premises; running thence along said land of the permise; of the second part; three courses; (1) South 85 degrees 44 minutes; 50 seconds West 7.0 feet; thence (2) South 7 degrees 01 minutes 40 seconds East 16.50 feet; thence (3) South 85; the preston & Sons, Inc.; thence along said land, North 7 degrees 01 minutes; 40 seconds West 30.0 feet; thence along other land of said party of the first part, two courses; (1) North 85 degrees 44 minutes; 50 seconds East 13.50 feet; thence (2) South 7, degrees 01 minutes 40 seconds East 13.50 feet to the point of beginning.

Subject also to the following covenant as contained in deed dated August 26, 1982 from Eastern Long Island Hospital W. Association Inc. Lo. Village of Greenport.

The wooden frame shed currently on the premises shall be removed by the Grantee by August 26, 1983. The Grantee shall negotiate with the Stirling Historical Society to erect and maintain a historical structure on the premises. Any resolution to be undertaken by the Grantee or the Stirling Historical Society historical maintain a historical structure on the premises. Any resolution to be undertaken by the Grantee or the Stirling Historical Society historical society, the Grantee upon terms with the Stirling Historical Society, the Grantee shall be allowed to construct an improvement on the premises, provided it is a small monument of a type that would cover not more than 10% of said premises. This covenant shall run with the land hereinafter referred to as the "property", and

WHEREAS, the Corporation represents that it was organized the purpose of preserving historical items for the use, education benefit of the public, and

WHEREAS, the Village and the Corporation have determined of that the most suitable use for the above-described property is a site for a historical home, namely, the "Berger House" and maintain said historical edifice as a museum and a building of historical significance that shall be available to the public of reasonable schedule, and

WHEREAS, for reasons set forth above and in consideration the premises of the parties hereto and for further good and valuable consideration, receipt of which is hereby acknowledged the parties, agree as follows:

- 1. During the period of this Lease and any renewals thereof the Corporation shall manages the aforesaid house as a fact lity fo the Denefit Nof the public in accordance with the terms set Forth in its charter (and here in
- 2. Consideration for Lease: The Village agrees to lease the aforementioned property to the Corporation for a period of 25-year for the sum of One-Dollar (SP-00) per annum provided the Corporation move; \*\*Lease 1.2 and 'develop' the Berger House on the aforemention lands in accordance with the plans specifications and representations as a second accordance with the plans pacifications and representations as a second accordance with the plans pacifications and representations as a second accordance with the plans of the planning Board of the Village Cost of move only as per Paragraph 17.

- 3. Utilities: The Gorporation shall be responsible for the cost of utilities, both installation and magniferance; and land bordall services connected with the activities of the Corporation on the property.
- 4. The Corporation also agrees to construct, repair, refirm the aforesard Berger House so as to be a credit to the Village and shall bear all costs of maintenance well cluding but not limited to painting, repairs and improvements
- 5. Liability, Fixe, Workman's Compensation Insurance; the Comporation shall maintain at all bedmes during the term of this lease, at its sole expense, public liability insurance for the joint and separate protection of the Village and the Corporation in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollar in case of injury to one person and One Million (\$1,000,000.00) Dollars in case of injury to more than one person in the same occurrence and in the minimum amount of Ten Thousand (\$10,000,00) Dollars for property damage. The Corporation shall furnish the Virlage with evidence of such insurance. Such insurance shall contain an endorsement providing that it will be primary as to an older insurance the Virlage may have. Such insurance shall not be cancelled or coverage reduced without the insurance carrier first giving thirty (30) days written notice to the Village.
- 6. Default: Should the Corporation fail in any respect to comply with the terms of this Lease and should the Village not if the Corporation in writing of the matters in regard to which default is asserted and should the Corporation fail either to cure such default within thirty (30) days after the giving of such notice, or to commence within thirty (30) days to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured then the Village may caucal this Agreement at any time thereafter during

the continuance of such default by giving written notice to the

- 7. Effect of termination: In the event of termination of this Lease, the Corporation shall remove its personal property (including the aforesaid Berger House), and shall raturn the present tousuch condition as it was prior to the commencement of this lease.
- 8. Annual Reports: The Corporation shall present reports
  its overall and continuing progress in obtaining the objectives
  this Lease when requested by the Village, but not more than
  annually.
- 9. That the Corporation shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of an and all their departments and bureaus applicable to said premise for the correction, prevention and abatement of huisances or othe grievances, in, upon, on connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of fire Underwritter or any other similar body, at the Corporation's own cost and expense.
- the Village's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary to the safety and preservation thereof.
- 11. That the Corporation shall meither encumber nor obstitue the sidewalk in front of the entrance to said premises, nor allow the same to be obstituted or encumbered in any manner. The some corporation shall keep the sidewalk in front of the premises free of all snow and ice within four (4) hours after snow shall have

ceased to fall and ice to be formed:

- 12. That the Corporation agrees to hold the Village harml from any and all liability for any damage or injury to person of property caused by or resulting from steam, electricity, gas, water, rain, ice or show, or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury, be caused by or be due to the negligence of the village.
- 13. The failure of the Village to insist upon a strict of formance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Village may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenant herein contained. This instrument may not be changed modified discharged or terminated orally
- 14. Assignment: The Corporation shall not assign this Lease either in whole or in part, without the prior witten approval of the Village. The Village shall not assign this Lease to a privat corporation, firm, or individual without the prior written approve of the Corporation, except as herein provided.
- 15. Automatic meneral? The term of this lease shall at the end of the demised term be continued for a further period of ter (10) years; all the conditions, provisions and covenants of this instrument (including this provision) to continue in force and apply in all respects as herein provided, unless either party he notified the other by registered mail at least six (6) months be fore the end of the demised term of its intention not to renew and continue.
- 16. Modification: This lease can only be modified by writte instrument bearing the signatures of authorized representatives, both parties:

- ... 17. The Village will move the aforesaid building to property at its cost. The site shall be prepared at the com cost with an adequate crawl space or full basement at corporati
- perty of the Corporation and if this Lease shall expire or b cancelled pursuant to its terms, the Corporation agrees to the said house from the premises within thirty (30) days of aforesaid terms or cancellation of this Lease.

IN WITNESS WHEREOF, the parties hereto have New York:

VILLAGE OF GREENPORT this Lease on the day and year first written above, at Greenpo

THE STIRLING HISTORICAL SOCIETY

President (

STATE OF NEW YORK

On the day of 1, 1982, before me personally came GEORGE W. HUBBARD, to me known, who; being by me duly swon did depose and say that he resides at Central Avenue, Greenport, New York, that he is the duly elected and qualified Mayor of the Village of Greenport, the municipal corporation described in an which executed the foregoing instrument; that he knows the sent which executed the foregoing instrument; that he knows the sent said corporation; that the sent affixed to said instrument is, and corporate seal; that it was so affixed by order of the Board of Trustees of said Corporation, and that he signed his name thereby like order:

Notary Public And

STATE OF NEW YORK

COUNTY OF SUFFOLK SS.:

On the day of 1982, before me person came FRANK S., COYLE, to me known, who being by me duly skorn, depose and say that he resides at 645 Chemplin Place, Greenpor New York, that he is the President of The Stirling Historical Society, a domestic non-profit corporation described in and whe executed the foregoing instrument; that said corporation has a corporate seal, and that he signed his name thereto by order the Board of Trustees of said corporation.

Notary Public

# Know all Men by these Presents

THE VILLAGE OF GREENPORT, a municipal corporation havin its office at 236 Third Street, Greenport, New York 119

party of the second part, the receipt whereof is bereby acknowledged and brighted sold, and by these presents does grant and convey unto the said party will of the kecond party. Sold, and by these presents does grant and convey unto the said party will of the kecond party. Solle is delivered pursuant to and in conjunction with lease between the parties affecting premises conveyed to the Village of Greenport by deed dated August 26; 1982 from Rastern Long Island Hospital Assettion, Inc.; to the Village of Greenport. This Bill of Sale is delivered to the party of the second part without recourse or liability whatse on the part of the party of the first part, and without any warrant of Sale and to the party of the first part, and without any warrant condition, it being strictly understood the said structure is delivered and accepted in "as is" condition, the party of the second part by acceptance of this Bill of Sale acknowledges the same.

TO HAVE AND TO HOLD the same unto the said party of the second secundary administrators successors and aistens forever. AND SECONDARY SECONDARY Kolles person contrate and contrate and contrate and a second cont

incondeparation process and leave the control of th

IN WITNESS WHEREOF, the part y of the first part he a setty lus seal or eaused these presents to be signed by its proper corporate officers and caused its seal to be hereto effixed, this will doy of doy of

Signed, Sealed and Delivered In the Presence of

Village of Greenport

George W. Hubbard , Mayor

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#### LEASE

LEASE made this 14th day of November. 1975
between the Village of Greenport, a municipal corporation having
its office and principal place of business at 236 Third Street.
Greenport, Suffolk County, New York, hereinafter called "Village
and The Stirling Historical Society, a non-profit corporation"
origanized under the laws of the State of New York, and having it
principal office at P.O. Box 500, Greenport, Suffolk County
New York, hereinafter called "the Corporation".

#### RECITALS

 The Village and The Corporation desire to develop that portion of real property owned by the Village for historical purposes so that the Corporation may maintain a historical edit for public use for the benefit of the public, more particularly, described as follows:

ALL that cortain plot, piece or parcel of land, situate and lying in the Village of Greenpor Town of Southold, County of Suffolk and State of New York, more particularly described as follows:

BEGINNING at a point on the westerly line of Main Street at the southeasterly corner of Raster Long Island Mospital and being 82.5 feet southerly along said line from the southerly line of South Street; running thence southerly, along said westerly line of Main Street, 57.0 feet; thence through land of the property of the first part; four courses, as follows: (1) westerly, at right angles to Main Street, 37.0 feet; thence (2) a northerly on a line parallel to Main Street; 25.0 feet; thence (3) westerly; 14.0 feet; thence (4) northerly, 35.0 feet; to the southerly line of Said land of Bastern Long Island Nospital thence said land of Bastern Long Island Nospital thence seaterly, along said land, 51 feet to the point of BEGINNING.

hereinafter referred to as the "property"

- The Corporation was organized for the purposes of preserving historical items for the use, education and benefits of the public.
- that the most suitable use for the above described property as a site for a historical home, namely, the "Ireland House" and to maintain said historical edifice as a headquarters for the Corporation and as a museum and historical library that shall be puvallable the public on a reasonable schedule.
- 4. For reasons set forth above and in consideration of the premises of the parties hereto and for further good and valuable consideration, receipt of which is hereby acknowledge the parties agree as follows:
- a) During the period of this lease and any renewals thereof, the Corporation shall manage a facility for the benefit of the public in accordance with the terms set forth in its charter and herein.
- b) Consideration for Lease: the Yillage egrees
  to lease the aforementioned property to the Corporation for a
  period of 5 years for the sum of One Dollar (\$1.00) per annum
  provided the Corporation move, erect and develop the freland
  House on the aforementioned lands in accordance with the plann
  specifications and representations as made to the Planning Poer
  of the Village.
- c) Utilities: the Corporation shall be responsible for the cost of utilities; both installation and maintenance, and janitorial services connected with the activities of the Corporation on the property.

- d) The Corporation also agrees to construct repair refurbish and maintain the Ireland House so as to be a creditito the Village and shall bear all costs of maintenance, including but not limited to, painting, repairs and improvements.
- e) Liability, Pirc, Workman's Compensation
  Insurance: the corporation shall maintain at all times during
  the term of this lease, at its sole expense, public liability,
  insurance for the joint and separate protection of the Village
  and the Corporation in a minimum amount of Five Bundred Thousand
  Dollars (\$500,000.00) in case of injury to one person and One
  Million Dollars (\$1,000,000.00) in case of injury to more than
  one person in the same occurrence and in the minimum amount of
  Ten Thousand Dollars (\$10,000.00) for property damage: The
  Corporation shall furnish the Village with evidence of such
  insurance. Such insurance shall contain an endorsement providin
  that it will be primary as to any other insurance the Village
  may have. Such insurance shall not be cancelled or coverage
  reduced without the insurance carrier first giving thirty (30)
  days written notice to the Village.
- f) Default: Should the Corporation fail in any respect to comply with the terms of this lease and should the Village notify the Corporation in writing of the matters regard to which default is asserted and should the Corporation fail either to cure such default within therty (36) days after the giving of such notice, or to commence within sixty (60) days to rectify such default and continue thereafter to use due diligence to rectify such default until it is fully rectified or cured, then the Village may cancel this agreement at any time thereafter during the continuance of such default giving written notice to the Corporation of such election to terminate.

- g) Effect of termination: In the evention termination of this lease, the Corporation shall remove its personal property (including the Ireland House); and shall return the property to such condition as it was prior to the commencement of this lease.
- h) Annual Reports: The Corporation shall present reports of its overall and continuing progress in obtaining the objectives of this lease when requested by the Village, but not more than annually.
- i) That the Corporation shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulation of the New York Board of Fire Underwriters, or any other similar body, at the Corporation's own cost and expense.
- j) The Daid Corporation agrees that the said Village and the Village's agents and other representatives sha have the right to enter into and upon said premises, or any pathereof, at all reasonable hours for the purpose of examining the same, ow making such repairs or alterations therein as may be necessary for the safety and preservation thereof.
- k) That the Corporation shall neither enounder nor obstruct the sidewalk in front of entrance to said arounts nor allow the same to be obstructed or encumbered in any manner
- 1) That the Corporation agrees to hold the VIlla harmless from any and all liability for any damage or injury to person or property caused by or resulting from steam, electrical gas, water, rain, ice or snow, or flow from or into any partors.

said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Villag

- m) The failure of the Village to insist upon a strict performance of any of the terms, conditions and covenant herein shall not be deemed a waivor of any rights or remedies that the Village may have, and shall not be deemed a waivor of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed modified, discharged or terminated orally.
- n) Assignment: The Corporation shall not assign this lease, either in whole or in part, without the prior written approval of the Village. The Village shall not assign this lease to a private corporation, firm, or individual without the prior written approval of the Corporation, except as herein provided.
- o) Automatic Renewal: The term of this lease shall at the end of the demised term be continued for a further period of ten (10) years, all the conditions, provisions and covenants of this instrument (including this provision) to continue and to apply in all respects as herein provided, unless either party has notified the other by registered mail at least six (5) months before the end of the demised term of its intention not to renew and continue.
- p) Modification: This lease can only be modified by written instrument bearing the signatures of authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed?
this lease on the day and year first written above, at Greenpor
New York.
VILLAGE OF GREENPORT

SERVE

THE STIRLING HISTORICAL SOCTO

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STATE OF NEW YORK: COUNTY OF SHEFOLK)ss.: On the 17.55 day of December 1975 before me personally came Joseph A. Townsed, to me known, who, being by me duly sworn, did depose and say that he resides at Main Street, Greenport, NY; that he is the duly elected and qualified 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 affixed to said instrument is such corporate soul; 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.

The court of the state of species of the state of the sta

STATE OF NEW YORK: COUNTY OF SUFFOLK)ss.: On the 14th day of November 1975 before me personally came Frank S. Coyle, to me known, who, being by me duly sworn, did dopose and say that he resides at 845 Champlin Place, Orcemport, NY: that he is the president of Stirling Historical Society, a domestic non-profit corporation described in and which executed the foregoing instrument: that said corporation has no corporate seed, and that he signed his name thereto by order of the heard of trustees of said corporation.

CORNELIA' C. KEOGH NOTARY PUBLIC, Sinte at New York No. 55. 55. 55. Qualified in 32 lifeth County Germ Expires March 30, 19.77

# DECLARATION OF EASEMENT

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. 1001-04-9-8.001, 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<sup>st</sup> 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

COUNTY OF S		0017 1 6
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		Notary Public
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COUNTY OF	)ss: )	
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# 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<sup>5T</sup> STREET;

- 1) SOUTH 85 DEGREES 47 MINUTES 50 SECONDS WEST A DISTANCE OF 56.67 FEET
- 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;

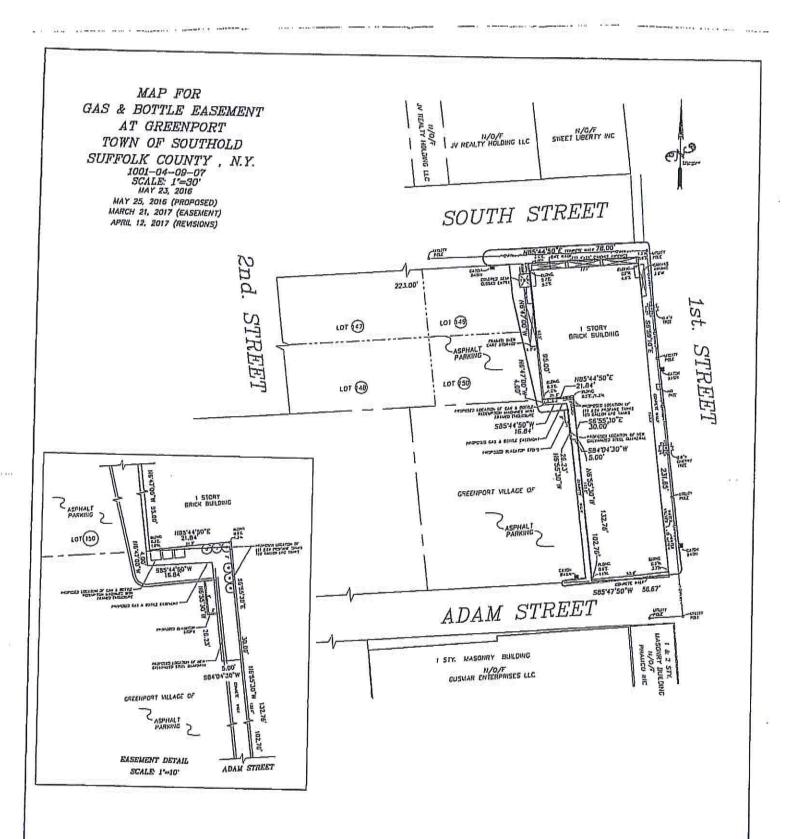
THENCE SOUTH 85 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 16.84 FEET TO A POINT;

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



LOT NUMBERS REFER TO "MAP OF GREENPORT VILLAGE" FILED IN THE SUFFOLK COUNTY CLERK'S OFFICE AS FILE NO. 0009.

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIDLATION OF SECTION 7209 OF THE NEV YORK STATE EDUCATION LAV. EXCEPT AS PER SECTION 7209-SUBDIVISION R. ALL CERTIFICATIONS HEREDN ARE VALID FOR THIS HAP AND COPIES THEREOF ONLY IF SAID HAP OR COPIES DEAR THE IMPRESSED SEAL OF THE SURVEYOR VHOSE SIGNATURE APPEARS HEREON.

TOTAL AREA = 15,241 SO.FT. MALE UC. NO. 49618

PECONIC SURVEYORS, P.C.
(631) 765-5020 FAX (631) 765-1797

P.O. BOX 903
1230 TRAVELER STREET
SOUTHOLD, N.Y. 11971

O6-165

# SEWER AGREEMENT

AGREEMENT made this day of March, 2017, by and between the VILLAGE OF GREENPORT, a municipal 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

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 Planning 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".
- 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

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

Draft February 24, 2017

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.

Зу:	George W. Hubbard, Jr., Mayor
By:	
<i>,</i> ,	Colin Ratsey
By:	
	Ratsey Construction

Draft February 24, 2017		
STATE OF NEW YORK COUNTY OF SUFFOLK	) )ss: )	
corporation described in and said Corporation; that the se	, 2017, before me personally came George W. Hubb uly sworn, did depose and say that he resides at 236 T ne is the Mayor of the VILLAGE OF GREENPORT, I which executed the foregoing instrument; that he kno al so affixed to said instrument is such corporate seal; d of Trustees of said corporation, and that he signed h	Third Street, the municipal ows the Seal of
(SEAL)	Notary Public	
STATE OF NEW YORK) : COUNTY OF SUFFOLK)	)ss:	
New York; that he is the which executed the foregoing affixed to said instrument is s	, 2017, before me personally came ly sworn, did depose and say that he resides at	n: that the seal
(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:

# WITNESSETH:

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 Jitney 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.
- 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 Jitney 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, indemnify, 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 willful 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 defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary 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.

Ву:_		_			
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7	/illage	of G	reenp	ort	
Bv.					

Hampton Jitney, Inc.