

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VILLAGE OF GREENPORT
COUNTY OF SUFFOLK : STATE OF NEW YORK
-----x

BOARD OF TRUSTEES
REGULAR SESSION

-----x

Third Street Firehouse
August 26, 2021
7:00 P.M.

B E F O R E :

- GEORGE HUBBARD, JR. - MAYOR
- JACK MARTILOTTA - DEPUTY MAYOR
- PETER CLARKE - TRUSTEE
- MARY BESS PHILLIPS - TRUSTEE
- JULIA ROBINS - TRUSTEE

- JOSEPH PROKOP - VILLAGE ATTORNEY
- SYLVIA PIRILLO - VILLAGE CLERK
- PAUL PALLAS - VILLAGE ADMINISTRATOR

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

2 MAYOR HUBBARD: We'll call the meeting to
3 order with the Pledge to the Flag.

4 (All Stood for the Pledge of Allegiance)

5 MAYOR HUBBARD: Please remain standing for a
6 moment of silence for Nicole Elizabeth Eckardt,
7 Donald Hermance, Merrell Smith Nelson, Seth Thomas
8 Tramontana, Frances G. Cratch Kindred, and also
9 our Service Men and Women that were killed in
10 Afghanistan today.

11 (All Remained Standing for a Moment of
12 Silence)

13 MAYOR HUBBARD: Thank you. Okay. I've got
14 several announcements to make. The fifth and
15 final Dances in the Park performance for 2021
16 season will take place this coming Monday,
17 August 30th, 2021. As a side note to that, we
18 do -- the No Request Band that was supposed to
19 play during the rainout last week is going to be
20 playing on the 13th, on September 13th, to make up
21 their date. So a week after Labor Day we're going
22 to have another concert with them. That will be
23 on Monday night, the 13th.

24 Village Offices will be closed on
25 September 6th, 2021 in celebration of Labor Day.

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

4 Also, more -- got some other announcements
5 on a more personal local note. Overdose
6 prevention training, Save a Life, Friday,
7 August 27th, this Friday, 12 p.m. to 2 p.m. at
8 Stony Brook Eastern Long Island Hospital,
9 201 Manor Place. Free Narcan training presented
10 by Community Action for Social Justice, CAJC (sic).
11 All are welcome to this community session to learn
12 about signs and symptoms of an overdose. One more
13 person trained can be one more person saved.

14 In response to the tragic community losses
15 the last few weeks, Lutheran Counseling Center, in
16 partnership with Saint Peter's Lutheran Church,
17 Greenport, will provide an open forum to address
18 issues of grief and loss for interested community
19 members. This forum will take place at
20 Saint Peter's on Saturday, August 28th, 2021,
21 beginning at 1 p.m. There will be an opportunity
22 to meet separately with a Mental Health Counselor
23 afterwards. RSVP to revgmjstpete@aol will be
24 greatly appreciated.

25 Lutheran Counseling Center is bound by a

1 code of ethics and New York State laws related to
2 privileged communications and confidentiality.

3 There's a notice that went out this
4 afternoon from the Village. Narcan -- excuse me.
5 Narcan kits are now available by appointment
6 through Village Hall. Appointments will be
7 scheduled from Monday through Thursday, from
8 8:30 a.m. through 4 p.m. Please forward Jeanmarie
9 Oddon at Village Hall, (631)477-0248. They'll
10 make an appointment for you. We'll do it
11 confidentially. We can come to you. You can come
12 in the back door. Nobody needs to know anything
13 about it. You can just come in, get a Narcan kit,
14 and, hopefully, you can help save a life, if it
15 ever comes to that.

16 That's all I have under announcements.
17 Okay. Public to address the Board. I'll open it
18 up to the public. Anyone who wants to address the
19 Board, name and phone number for the record, and
20 come on up. Go ahead, Mr. Swiskey.

21 MR. SWISKEY: William Swiskey, 184 Fifth
22 Street. I figured I'd get up here before the
23 railroad people.

24 About Resolution 28-21-24, the settlement
25 with Genesys Engineering, did we win money or did

1 we lose money?

2 MAYOR HUBBARD: We got money back.

3 MR. SWISKEY: We got money? We got money
4 back?

5 MAYOR HUBBARD: It was agrees to a total sum
6 of \$225,000, the settlement agreement.

7 MR. SWISKEY: That we got back from Genesys?

8 MAYOR HUBBARD: Yes.

9 MR. SWISKEY: All right, that's all I wanted
10 to know.

11 MAYOR HUBBARD: Okay.

12 MR. SWISKEY: Now, the next item I've got is
13 the rental of the generator at the central
14 station. We've already paid more than if we
15 bought a new generator. I don't understand why
16 that kept going on.

17 MAYOR HUBBARD: Well, if you looked at the
18 foundation that's in as part of the upgrade of the
19 overall central pump station and --

20 MR. SWISKEY: Yeah, but we could have used
21 the generator someplace else if you plan to put a
22 new generator in, but we paid -- I mean, it's just
23 like -- it makes no sense to me to rent one. You
24 could have bought one, you could have moved it to
25 the Firehouse when the new one was installed at

1 the pump station.

2 Anyway, the biggest thing I want to talk
3 about tonight is this proposal to go to NYPA to
4 ask them if we can do a, you know, net metering
5 and rebates to solar. That idea was floated
6 around over 15 years ago in this Village and it
7 was killed. It makes no sense, George. To vote
8 for this is, you -- I'll read you a quote,
9 all right?

10 "Utilities argue that because transmission
11 costs for line maintenance, tree trimming,
12 emergency crews, for instance," blah, blah, blah,
13 "have been paid by the kilowatt-hour." The solar
14 customers aren't contributing. Basically, if they
15 cut their usage, say, by 25%, you actually have a
16 loss, because you're going to be paying these
17 people. What do we propose to pay these people
18 per kilowatt?

19 ADMINISTRATOR PALLAS: Do you want me to --

20 MAYOR HUBBARD: Yeah, go ahead.

21 ADMINISTRATOR PALLAS: The tariff
22 essentially requires us to pay what's known as our
23 avoided cost of purchase power.

24 MR. SWISKEY: Yeah. And what's --

25 ADMINISTRATOR PALLAS: It's not full, it's

1 not the retail rate.

2 MR. SWISKEY: Yeah, I know what it is, Paul,
3 but what is our -- what is our kilowatt rate that
4 we purchase from NYPA?

5 ADMINISTRATOR PALLAS: The all-in purchase
6 from NYPA, I believe, is somewhere around three or
7 four cents.

8 MR. SWISKEY: Plus, we have to add in what
9 we purchase as supplemental, right?

10 ADMINISTRATOR PALLAS: No.

11 MR. SWISKEY: I don't know, it's -- LIPA is
12 going up to 5 cents a kilowatt. Let me tell you,
13 gentlemen, it's a bad idea, stay away from it,
14 just vote that resolution down. Thank you.

15 MAYOR HUBBARD: All right, thank you.
16 Anybody else wish to address -- go ahead.

17 MR. HEIT: I'm going to offer the opposition
18 to that statement, but --

19 MAYOR HUBBARD: Name and address for the
20 record.

21 MR. HEIT: Lawrence Heit, 235 Linnet Street
22 here in Greenport.

23 So I'd like to talk about the net metering
24 as well. I think that if you just look at it in
25 terms of dollars and cents, that would be a

1 complex analysis. But what we really want to
2 accomplish is to improve the number of solar
3 installations, so that the total amount of
4 electricity we're purchasing is less, and that we
5 are improving the environment.

6 I mean, we've all been seeing stories about
7 how manmade climate change has been affecting us,
8 and I think Greenport should take a lead and come
9 up to speed on net metering on an annual basis.
10 It's really not about the money that's getting
11 paid back. I'm not sure what the proposal is that
12 would be made to the Utility Board, the State
13 Utility Board, but it's really about going for an
14 annual net metering, as opposed to a monthly.

15 Thank you. I hope you support it.

16 MAYOR HUBBARD: Okay, thank you. Okay,
17 Randy.

18 MS. WADE: Randy Wade, Sixth Street in
19 Greenport.

20 So in looking at the Mini Railroad contract,
21 one thing one would do is look at what's going on
22 with other tourist railroads, and there are two
23 that are not that far away from here. One is in
24 Southaven, the Southaven railroad in Brookhaven,
25 and they have multiple engines and some operate

1 simultaneously on a lot of tracks. And the other
2 is one -- two, they've got two of Frank Fields'
3 engines at the Railroad Museum of Long Island in
4 Riverhead, and they operate Saturday and Sunday,
5 Memorial to Labor Day. The one in Southaven is
6 free and is 12 Sundays, 4 1/2 hours each.

7 And so what we have here is an experiment,
8 and so we should look at it as an experiment.
9 Municipalities have not undertaken to operate
10 tourist railroads that I could find. They are,
11 you know, run by nonprofits, museums, or special
12 interest group, like the Southaven one is
13 interested in engines, like all different kinds of
14 engines and steam engines.

15 So as an experiment, it's really not
16 appropriate to experiment in Moore's Woods. There
17 should be an experimental phase outside of the
18 woods in some other Village land. It could be
19 right there and it could -- if it was successful,
20 it could go into the woods, if need be. But the
21 building could be right where it is, or even a few
22 feet to the north of the single path that goes
23 into Moore's Woods from Moore's Lane, otherwise
24 known as the nature trail. So it's an experiment
25 and all the burdens fall on the Village.

1 The number of days are three more months
2 than the nearest tourist railroad that we know.
3 If there is a failure to fulfill the terms of the
4 contract, this is a contract. What the Village is
5 saying, they will operate the train Saturday and
6 Sunday. It doesn't even say if there's rain days.
7 Saturday and Sunday, May 1 to October 31st.

8 It's -- the termination clauses state that
9 if there's a failure of the contract, and the only
10 one who could fail in this contract is the
11 Village, because the Rotary walks away the second
12 they build it. So it's a very likely scenario
13 that there will be failure.

14 The other party to the failure of the
15 contract is allowed to sue for monetary damages.
16 There's a lot of stuff that the Rotary will have
17 rights to, should it just simply be a bad
18 experiment that doesn't work out.

19 Specific items in the contract are the
20 Village -- Paul, you're going to be very busy --
21 has to obtain permits and even research what
22 licenses are needed, and, at their own expense,
23 gather them all.

24 The Village has to pay and supply the water,
25 sewer and electric power for the storage building

1 and the operation. So, I mean, where there's
2 going to be lights in the operation, no cost to
3 the Rotary up for that.

4 The Village has to pay insurance after
5 construction and name the Rotary, so the Rotary's
6 protected at the Village expense.

7 It's going to restrict access to the woods
8 during construction. The plan currently will
9 permanently restrict access to the one path from
10 Moore's Lane into the woods, but during
11 construction, it will certainly restrict access.
12 And if that six-foot-high fence is somehow moved
13 in such a way that you can get by there into the
14 woods afterwards, then it's certainly going to be
15 an unpleasant experience.

16 The access -- oh, the contract. For
17 10 years, the DEC has a clause, they can cancel
18 the contract with -- you know, under certain
19 conditions and for certain notice, and it's quite
20 liberal. The Village has no authority under this
21 contract to cancel it for 10 years, even if it's a
22 failed experiment.

23 The money from revenue is supposed to go
24 towards the operation and the maintenance of the
25 railroad, but not the building. So the building

1 is 100% the Village's liability for repairing the
2 roof, for doing whatever needs to happen to the
3 Village. It can't come out of any kind of revenue
4 that the tourist railroad might receive.

5 If the engine blows up, the \$5,000 is
6 strictly a set-aside so that they could follow --
7 you all can follow the DEC requirement that it be
8 brought back to its natural state, should this
9 experiment fail. So there's no extra money to pay
10 for the engine that fails, or that anything else
11 that's going to be a major expense. It's not like
12 socking away any extra money. This contract only
13 allows \$5,000, none of it to go towards -- none of
14 the revenue can go towards maintaining that
15 building for the storage of the railroad.

16 The Village is to hire, train, employ,
17 supervise, discipline and terminate personnel, and
18 operate, again, at the minimum six hours a day for
19 May 1 to October 31, much more than these other
20 comparable railroads.

21 The naming rights: They could have naming
22 rights for whatever, for the building, and any
23 revenue that comes from the naming rights, there's
24 no stipulation in the contract that it would go
25 towards the building or towards any part of the

1 railroad, it goes to the Rotary. The Rotary can
2 have two events on any day they choose a year,
3 fully staffed by Village employees.

4 The -- getting back to the -- can volunteers
5 really operate this? Really, probably not, and
6 that's why Frank Fields in the Suffolk Times had
7 said he had to give it up, because he couldn't
8 find volunteers to operate, and because the
9 liability insurance was so high, which is a cost
10 that we should be able to know at this point.
11 Does anybody know what the liability insurance
12 will be on this railroad now?

13 MAYOR HUBBARD: No, we have no idea. We
14 haven't gotten a quote on it yet.

15 MS. WADE: Well, it would be good to get a
16 quote before going into a contract, and it would
17 be good, yeah.

18 The thumbnail cost that I came up with
19 showed that it will be in the red, which could be
20 fine, you know. Maybe we all in the Village
21 want -- want the railroad so much. It's very
22 charming, we love the railroad, as long as it's
23 not a trade-off with the woods, as long as it's
24 outside the woods. And, again, it's such an
25 experiment, never having been done by a

1 municipality before, that it would really behoove
2 the Village to plan to have the tracks somewhere
3 outside of the woods and see how it goes, and not
4 enter into a 10-year contract that the Village has
5 no control over.

6 I mean, if it's going to fail, it's an
7 experiment that the Rotary's proposing. They
8 should share in the failure, it shouldn't all be
9 on Village taxpayers. The Rotary includes people
10 in Orient, people in East Marion, people in
11 greater Greenport, and, yet, they want just the
12 Village taxpayers to handle things, if there's a
13 problem, which just doesn't seem fair.

14 Thank you very much.

15 MAYOR HUBBARD: Okay, thank you. Anybody
16 else wish to address the Board?

17 MR. SCHARFMAN: Yes, thank you.

18 MAYOR HUBBARD: Go ahead.

19 MR. SCHARFMAN: Thank you. I -- thank you.
20 I appreciate this opportunity to address you all.
21 Gary Scharfman, 312 Fifth Street, Greenport.

22 There are two matters. One is this
23 resolution about Moore's -- Moore's Woods and this
24 train. My understanding is that there were some
25 changes made to the agreement that was only

1 distributed yesterday. So I was just wondering if
2 it would be possible for the Trustees and the
3 Mayor to consider tabling this for maybe 30 days
4 to give enough time for everyone to absorb
5 whatever those changes are, whether they're major
6 or minor, and then to come back in 30 days to vote
7 on it at that time. And that would also give
8 people the opportunity for any additional
9 questions they may have for the Mayor or for the
10 Trustees to voice them at that time, during that
11 period of time. That's first.

12 And then second, I've been a resident of
13 Greenport now since 1998, and during that time,
14 I've seen tremendous strides made in how this
15 Village has really become a much more attractive
16 place to -- just to live and to visit. And I
17 think a lot of effort is due to what's in this --
18 people in this room and those who preceded them.

19 And one of the things that troubles me is
20 something that it's not really our responsibility,
21 but it's the gating area by the Long Island
22 Railroad, which I believe is operated by the MTA.
23 And they have left the railings there unfinished,
24 unpainted, whatever you want to call it. I can't
25 think of how much time it's been. And it's not

1 really something that we're responsible for doing,
2 but it's something that would be wonderful if we
3 could get the MTA to own up to finishing the
4 project that looks like they stopped halfway
5 through, I think well -- I think well before
6 COVID.

7 And the way I see it, it's a question of
8 people coming to our Village, and those who come
9 by rail, it's the first thing they see. And that
10 should be something that's a simple fix, because
11 it's basically a paint job and done by the -- by
12 the MTA.

13 So I'm not sure if anyone on -- any of the
14 Trustees, or you, Mayor, know why it hasn't been
15 completed yet, or at least ask them to complete
16 the project, and what might be a stumbling block.
17 And if -- and if it's just as simple as I think
18 writing -- if it's as simple as writing an
19 appropriate letter from the Trustees and the
20 Mayor, I'd be more than happy to draft something,
21 if that would be of any help to anyone in any way.
22 Thank you.

23 MAYOR HUBBARD: Okay, thank you. Anybody
24 else wish to address the Board? Okay.

25 MS. DAVEY: Hello. Barbara Davey, 620 West

1 Street, Greenport.

2 And first, I'd like to say that I agree with
3 everything that Randy Wade said about the Mini
4 Railroad. And I wanted to full-throttledly say
5 that I am very enthusiastic about the Mini
6 Railroad, just not in the woods.

7 I was very excited to hear that there was,
8 you know, a movement to replace Frank Fields'
9 railroad, and I contributed to that. And I
10 thought that I was going to get follow-up emails,
11 which I didn't, and so this development really
12 caught me by surprise.

13 And I also love the woods, and don't
14 think -- if it -- if it is a failed experiment, as
15 it could be, to say that you will just return the
16 woods to the original condition is disingenuous,
17 because you can never replace those trees, and the
18 building will still remain.

19 The other thing I wanted to ask, since I
20 live pretty close to it, is what is the fuel
21 that's used for the railroad? Is it diesel, or is
22 it gasoline, or is it electric?

23 MAYOR HUBBARD: It's a gasoline engine.

24 MS. DAVEY: It's gasoline. Okay, that's a
25 relief, because I know Frank's were not.

1 So I was also really surprised that the DEC
2 approved that, the whole plan, which I've
3 expressed before, and wonder why, since it took --
4 I don't know. I just wonder why there wasn't a
5 public forum, because it is going to use taxpayer
6 money from Greenport. And I've lived here for
7 20 years and love the place, but I just think that
8 it's absurd that it goes into these beautiful
9 woods when we pay a tax when we purchase a home
10 to -- that goes towards trying to preserve
11 undeveloped land, and I was happy to pay that.
12 And, you know, I just think that if we put this
13 thing in the wetlands, it's never going to be the
14 same.

15 The two days that the Rotary gets for
16 fundraisers will take revenue away from it, yet
17 we'll still have to pay to run it, I presume, when
18 they are, you know, getting the money for the
19 fundraiser, and then all the costs that Randy, you
20 know, mentioned.

21 And I just -- I hope if it goes forward,
22 that it's great, but I worry that it's going to
23 ruin the woods. Thank you.

24 MAYOR HUBBARD: Thank you.

25 MS. GORDON: Good evening. Dinni Gordon,

1 152 Sixth Street.

2 I was pleased to see in the preamble that
3 you propose this project as the -- using the model
4 of the Carousel. And I've been impressed by how
5 beautifully the Carousel is maintained and
6 operated, but it seems to me that this is -- this
7 is different.

8 You are assuming sole responsibility for the
9 maintenance and repair of the train, track, and
10 any building erected to house and maintain the
11 train. That's a lot. And it seems to me that
12 there's some evidence, not counting the Carousel,
13 of the Village's deficiencies in maintaining its
14 amenities, many of its amenities.

15 I mean, for example, the beautiful work done
16 on Fourth and Fifth Streets to provide drains that
17 are both functional and attractive, it's --
18 they're full of mugwort now. Now I actually asked
19 somebody at the Peconic Land Trust whether this
20 impedes the drain flow, the flow of water in the
21 drain and he said no, but it is unattractive. And
22 I assume that at a certain point, there's more
23 than mugwort there and it's a problem.

24 And, you know, we don't have misters this
25 summer, at least not when I've gone by on hot

1 days. And we don't have, as I mentioned in a
2 previous meeting, and I'm sorry to be a crank
3 about these things, we don't have the Camera
4 Obscura. And I just have a sense that the Village
5 is not paying enough attention as it is to the
6 maintenance of these beautiful, and interesting,
7 and unusual amenities that we have.

8 So if you approve this contract, you know,
9 think about the item, what -- here, 8 here, which
10 assigns to you full responsibility for maintenance
11 and repair, including, you know, all those little
12 pieces of plastic that kids are going to throw
13 into the woods, and bigger items like repairs of
14 the -- of the mechanisms that run the train.
15 Thank you.

16 MAYOR HUBBARD: Thank you.

17 MS. LAUBER: Hi. Peggy Lauber, 149 Sixth
18 Street.

19 As Gary mentioned, there has -- the Village
20 has really become more and more attractive every
21 day, and it's, you know, more popular, and people
22 are obviously flocking here. And as Dinni said,
23 she expressed some very valid concerns about the
24 upkeep of the projects that the Village has
25 already undertaken, like the Camera Obscura. And

1 I would add to that I remember the day that the
2 skating rink opened. I ice skated there the first
3 day and I was thrilled. And for years I've
4 bragged about living in Greenport, what a
5 wonderful Village it is where you can ice skate,
6 and you can watch boats come in, and you're
7 overlooking the water. I mean, what could be
8 better? We live in such a beautiful Village, and
9 I'm a very proud resident of this Village, and
10 have been for a long time. And I just don't want
11 to see this train be added to the list of things
12 that -- these great ideas that somehow don't get
13 maintained.

14 I mean, I got to go into the Camera Obscura.
15 I mean, I don't know how many years ago that was,
16 because nobody gets to go in there now. I'm lucky
17 I got to see it. Well, why can't we open it back
18 up again? Like what's going to happen to the
19 skating rink this year? It wasn't open last year.
20 The misters, all these things. Like, you know, we
21 have these beautiful amenities. The Carousel,
22 that's a success story, but I would say the others
23 are not a success story, and I don't want to see
24 the train added to that list.

25 And I've been doing a lot of thinking, too,

1 about just Moore's Woods and that we are not
2 showing respect for that woods, just as we are not
3 showing respect for the amenities that we already
4 have. The woods need to be respected. I don't
5 think -- actually, honestly, probably have not
6 been respected since King James deeded them in
7 1640. It's had a long history of failed
8 experiments and projects and -- but, I mean, why
9 do we have to continue down that path, literally?

10 Can we work on making the woods something to
11 be proud of, something that -- that we can show
12 off, that we have these beautiful woods that are
13 nature? It's not just for the people walking in
14 the woods that get to enjoy it. They say, "Oh,
15 well, not many people walk in the woods." It --
16 the woods are there because the animals, the
17 birds, the flora and fauna. They can't speak at
18 these meetings. They can't get up here and say,
19 "Please don't do this to us."

20 I would just like to see us like wake up and
21 respect what we already have here. And that's all
22 I have to say. Thank you.

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

25 MR. SALADINO: John Saladino, another guy

1 from Sixth Street. Apparently, Sixth Street's in
2 the house here.

3 (Laughter)

4 MR. SALADINO: There's got to be one person
5 that's going to come up here and support the
6 railroad, that's going to be me. I think it's a
7 grade idea, I think it would be a boon to the
8 Village. As far as an experiment, everything this
9 Village has done as far as infrastructure -- well,
10 not as far as infrastructure, but Carousel,
11 Mitchell Marina, ice skating rink, basketball
12 courts have all been an experiment, and, for the
13 most part, they worked out. Is it a failed
14 experiment? How can you assume that it's going to
15 fail? I just don't know how you make that
16 assumption. I don't know.

17 And for the folks that think this is such a
18 detriment to the woods, I'm just not seeing it.
19 At a previous meeting, I had mentioned 10 or 12
20 national parks that have tourist railroads that
21 run through them, I mean, parks, Yellowstone,
22 Glacier, you know, parks that are well-known that
23 don't seem to be suffering because of a railroad
24 running through them.

25 We heard about permits. I think once the

1 DEC signed off on this, with my experience on the
2 CAC, once the DEC signs off on it, and the Village
3 is kind of okay with it, the permits become almost
4 a nonissue.

5 As far as it being whatever class railroad
6 it is, I'm not sure what class railroad this would
7 be. I would look at it as an amusement ride, as
8 opposed to a -- to a railroad.

9 So we're worried about a chain link fence.
10 I couldn't imagine anything that had moving
11 equipment, with the danger of somebody being hit
12 by that equipment, not having a fence around it in
13 this society. I just can't believe that we would
14 question that. To worry about 200 feet of paths
15 when the path is -- I think we thought that it was
16 2 1/2 miles long or 3 miles long. To worry about
17 the first 200 feet of it just seems -- if it
18 fails, it fails, the Village would have to put the
19 site back to what it was before. Well, can you
20 replace the trees? Of course you can. Trees are
21 one of the few renewable resources that we have.
22 It's crazy to say, "Well, you cut a tree down, you
23 can't replace it." Yeah, you can. Yeah, you can.

24 As far as the equipment, from reading the
25 contract, it was my understanding that there is

1 going to be a fee charged to ride the railroad,
2 and the Village is going to split the fee up to a
3 certain amount of money with the -- with the
4 Rotary. Where does it say that that money that
5 the Village gets after expenses and splits the
6 fee, then that money can't be used for maintenance
7 of whatever the Village wants to use it for? Does
8 it go into the railroad fund or does it go into
9 the General Fund? I mean, is it -- that money
10 restricted to only those four corners, or does the
11 Village get to spend it on repairing the roof on
12 the building, or fixing the lavatory in the
13 building?

14 And some of the arguments that I'm hearing
15 now -- I used to work for the Long Island
16 Railroad. The Long Island Railroad runs through
17 some of the most sensitive areas on Long Island.
18 In 28 years, I can't say I've never seen a
19 problem, but, for the most part, I haven't, I
20 haven't seen the crisis that people are predicting
21 here, and that's with a Class A railroad.

22 There's so many other things that I can
23 mention. I would just -- I would just -- I say
24 this all the time. The benefit to the Village, to
25 the people in the Village, to children in the

1 Village, to people that come here to visit the
2 Village far, far, far outweighs the detriment to
3 the woods. The woods are going to survive. The
4 woods are going to survive. And if we look at
5 the -- and if we look at the woods, aside from
6 that thousand feet of right-of-way, if we look
7 around, I mean, there's a wastewater treatment
8 plant, there's a peaker plant, there's a -- are
9 people happy about that? No? But so far, the
10 woods have survived with far greater threats
11 to it.

12 I just -- I would encourage you to -- I
13 would encourage you, when that resolution comes
14 up, whatever number it is, 23 or -- to vote yes.

15 I know I took up a lot of time here, and
16 there's probably somebody who wants to rebut this,
17 but I -- but I have a question for Mr. Pallas, and
18 I'll ask it through the Board. As a -- as a
19 ratepayer, as a 73-year-old fixed income retired
20 guy that's not going to put solar panels on my
21 house, as a ratepayer, what do I get out of --
22 what do I get out of not putting -- you
23 implementing net metering? Do I get something?
24 Do I -- and there's 1100 properties in Greenport,
25 and I kind of feel there's a lot of folks --

1 knowing the demographics of Greenport, there's a
2 lot of folks in my situation, as opposed to people
3 on the other side of the coin. So I would ask
4 you, I would ask Mr. Pallas through the Board,
5 what does a guy that's not going to put up solar
6 panels, does he get hurt, does he get helped if
7 he --

8 MAYOR HUBBARD: Yeah, we've had this
9 discussion three times today. So, Paul, if you
10 want to just elaborate. You were going to do it
11 later, but you can do it now. Explain the --

12 MR. SALADINO: I'll wait until later. I'll
13 wait if he wants to do it later.

14 MAYOR HUBBARD: No, he can do it now. He
15 can just explain it now so everybody can hear it.

16 MR. SALADINO: I'm going to sit down,
17 because I'm tired. All right?

18 MAYOR HUBBARD: Yes.

19 MR. SALADINO: Thank you. Thanks for
20 listening.

21 ADMINISTRATOR PALLAS: So just -- again,
22 just to go over the specifics, the way the tariff
23 is drafted right now, and, again, it would subject
24 to approval of the New York Power Authority, the
25 maximum amount of subscribed customers would be

1 150 kilowatts. That's -- that would be folks that
2 would be eligible for any pay from the Village.
3 Beyond that, if people put up panels, they would
4 not be eligible for the payback. They could still
5 reduce their load, obviously. Our peak load is
6 somewhere around 8 megawatts, which is 8,000
7 kilowatts. This is a very small percentage of our
8 peak load, number one.

9 Number two, one of the advantages for us,
10 because of the way we purchase energy, about 80%
11 of our energy is hydropower. Our peak load is in
12 the summer, which is when solar output is highest.
13 That would reduce our peak load, reduce our
14 dependence on what's known as incremental energy,
15 amount of energy over and above hydropower. So
16 not only do we reduce the amount of incremental,
17 which is at a higher rate, number one, it also
18 provides in the following year, because of the way
19 the formula works, to get hydropower, is that it
20 could in theory increase our amount of hydropower.
21 So there's a double benefit, really, for every --
22 all ratepayers for this.

23 MR. SWISKEY: That's not what he said before
24 when I asked the question. I got two answers
25 here.

1 MAYOR HUBBARD: Okay. That's your answer,
2 John, so that's what we got there. All right.

3 Anybody else wish to -- Paul, you're
4 standing up there.

5 MR. KREILING: Yeah. I didn't want this
6 railroad to be --

7 MAYOR HUBBARD: Just come on up. Name and
8 address for the record.

9 MR. KREILING: Paul Kreiling, 149 Sixth
10 Street.

11 Listening, listening to John talk about
12 railroads and national parks, and all of that, now
13 we talk about Zion, we talk about Yosemite, we
14 talk about -- those railroads were put in probably
15 before the parks, and they also represent like 1%
16 of the park. Now, if you take the same formula
17 and you put it on there, they would have miles and
18 miles, and miles, and miles, and miles of tracks.

19 MAYOR HUBBARD: Okay. Paul, you're
20 addressing the Board, so that's --

21 MR. KREILING: Yeah. But they would have
22 miles and miles and miles of tracks, not -- we
23 have a 200-acre woods and we're taking eight
24 acres, nine acres? What are we taking?

25 MAYOR HUBBARD: Three-quarters of an acre.

1 MR. KREILING: The track itself, or the
2 whole area that the track affects?

3 MAYOR HUBBARD: The other stuff, most of the
4 track is on the outside of the woods, it's
5 three-quarters of an acre.

6 MR. KREILING: Okay. Well, good.
7 Three-quarters of an acre in the woods, including
8 the central part, or just the part that the track
9 is actually on? Because I'm looking at this, the
10 design of this track, and I remember Frank Fields'
11 train, and Frank Fields' train went around and
12 down, and had some very interesting features and
13 it was fun. It was fun, it went under things.
14 This one is a circle.

15 MAYOR HUBBARD: It's a triangle, actually,
16 but --

17 MR. KREILING: Close enough, a trianglish, a
18 roundish triangle. I don't see the same thrill
19 for the kids, and I don't see -- I mean, I
20 understand the nostalgia of it, the nostalgia is
21 great, but we're entering into a contract with
22 this open-ended thing with the Rotary, where we're
23 taking on this grand experiment to go through
24 woods that cannot be replaced or repaired. And
25 the only reason it's there is we couldn't -- we

1 just left it alone and everything drained into it.

2 Now I think we should address what we have
3 first, like the bulkhead at the marina that is
4 having a little bit of an issue. That's a big
5 expense that's going to come down the line.
6 It's -- if it breaks, what, are we going to float
7 a bond? How are we going to -- how are we going
8 to repair that? I mean, I think our -- your --
9 the staff of -- the people who do the Town work
10 are phenomenal, I think they're wonderful, but
11 we -- but we keep extending ourselves without a
12 cohesive vision. When Mitchell Park was built it
13 was a cohesive vision, one little section. Now
14 we're going here and we're going over here. We
15 got -- do we have a Master Plan of what we're
16 doing? I mean, it just seems we're going all over
17 the place. We're just going all over the place
18 and being railroaded by -- not to say --

19 (Laughter)

20 MR. KREILING: But maybe that's the wrong --
21 maybe that's the wrong phrase, but we are being
22 sort of railroaded by this nostalgia thing that's
23 put together by developers to develop the thing
24 and then walk away, leaving us carrying the bag.

25 And I'm a little concerned with -- if we

1 have the railroad going through -- I'm with the
2 Maritime Museum. There's a limited time period
3 that people are here in the Village doing things,
4 limited, okay? Maybe it goes into the end of
5 October, maybe it goes into November, but in the
6 spring, nothing really starts until July. So we
7 have May through June, maybe you'll get a couple
8 of weekend riders. I think we're thinking that
9 it's going to be more of a success than it is.
10 The first year, okay. I think it's going to peter
11 down and we're going to end up with a liability.
12 I'm just concerned for the Village taking on more
13 than it should. Thank you.

14 MAYOR HUBBARD: Thank you. Go ahead.

15 MS. DE CRUZ: Hi. Margaret deCruz,
16 25 Washington Avenue. I wasn't going to speak,
17 but I do feel that the railroad should be outside
18 of the woods and along it, and I've already said
19 this before. But since that IPCC climate change
20 report, where it says we are in an emergency, we
21 have to maintain and keep what we have now, every
22 tree counts. You know, you can cut down a large
23 old tree and it's going to take 30 more years to
24 have a tree that size that can absorb CO2 and hold
25 water. That's what trees do, they are like lakes.

1 So -- and the wetlands are really important for
2 flooding and things like that.

3 I mean, yeah, I think it is a nostalgia
4 thing that they -- they planned this, I understand
5 it, but it's a different time now, and it could be
6 re-thought and redesigned.

7 The other thing is what is the projected
8 estimate for the Town to have to maintain all of
9 that it's supposed to maintain? Do we have a
10 number for the projected --

11 MAYOR HUBBARD: No, we do not.

12 MS. DE CRUZ: Okay. And so then we would --
13 I would think we need that number in order to have
14 a vote on this. And I think the townspeople
15 should be advised more of what this will cost,
16 because it is from our taxes.

17 So I don't think it's time tonight to make a
18 vote, because we don't have all the information,
19 and especially with the malpractice -- or not the
20 mal -- whatever that is, the liability insurance.

21 So I feel like it -- the woods will survive,
22 but that's not it. It's like what can we do to
23 keep things going here, preserve what we have, and
24 still have a railroad? That's what I'd like to
25 say. Thank you.

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

3 MR. OSINSKI: Thank you. Mr. Mayor,
4 Trustees, good to see you. Sorry, I was a little
5 late, but I was quite confident that when I
6 arrived late, John Saladino would still be talking
7 anyways.

8 (Laughter)

9 MR. OSINSKI: Anyway, I want to commend the
10 Board, and the Mayor, and the Village for paving
11 Moore's Woods, and for paving -- the prior paving
12 of Fifth Street. Both of them are like velvet.
13 And I would like to plead with the Board to pave
14 Fourth Street. It's like the BQE, it's got
15 potholes. You know, you can't count them. You
16 know, I don't think it's possible to count the
17 number of potholes on Fourth Street, and a lot of
18 that is because, you know, the bus, the Jitney
19 is -- that very heavy Jitney goes eight or ten
20 times a day, or twenty times a day over Fourth
21 Street and it's degrading the roads. And I really
22 think they should contribute something to the
23 paving of Fourth Street, because they are the
24 major users of Fourth Street, and they have caused
25 the -- especially the area by the -- where the

1 railroad runs. When you cross that -- forget it
2 if you're on a bike, you know, boom, boom, boom,
3 you're going to pop a tire, I mean, it's bad. And
4 I wish that the Village would look at Fourth
5 Street.

6 It's a wonderful job you've done on Moore's
7 Woods, and Fifth Street is -- Fifth Street's like
8 velvet. I drive up and down it all the time. I
9 never use Fourth Street anymore, but I would
10 appreciate it if you would consider paving Fourth
11 Street.

12 And the other question's about net metering.
13 You said there's a certain limit of the -- I'm
14 sorry, can I --

15 MAYOR HUBBARD: Yeah.

16 MR. OSINSKI: There's a certain limit to how
17 many -- is that -- aren't we close to using up
18 that limit?

19 ADMINISTRATOR PALLAS: Well, because we
20 don't have a program in place, I don't have that,
21 I don't have a count, so I have no idea.

22 MR. OSINSKI: Okay. So there are -- but are
23 there people permitted to or asking for that
24 facility?

25 ADMINISTRATOR PALLAS: There are a few that

1 have been installed, but I -- there's nothing on
2 the utility side that we've tracked.

3 MR. OSINSKI: So we're not close to that.

4 ADMINISTRATOR PALLAS: I don't believe so.

5 MR. OSINSKI: Okay. Thank you very much.
6 Thank you for your time.

7 MAYOR HUBBARD: Okay. Just so you know,
8 Fourth Street is in the plan to be paved.

9 MR. OSINSKI: Oh, thank you very much.

10 MAYOR HUBBARD: That's initial. We're going
11 to be doing -- I have a meeting with the Treasurer
12 on Wednesday to go over the plan, and we'll try
13 to -- hopefully, we'll be doing that in the fall.

14 MR. OSINSKI: I came here for nothing.
15 Thank you very much.

16 MAYOR HUBBARD: Okay. All right. But we're
17 not going to keep getting back up and all. If
18 you're --

19 MS. DE CRUZ: This is a different topic.

20 MAYOR HUBBARD: Okay.

21 MS. DE CRUZ: I'm not talking about --

22 MAYOR HUBBARD: Okay, that's fine.

23 MS. DE CRUZ: Okay. I don't exactly
24 understand -- Margaret deCruz, 25 Washington
25 Avenue.

1 I'm not sure if I understand exactly what
2 net metering is, but I think it is something that
3 encourages people to use solar power. And I think
4 anything that we can do to increase people's usage
5 of solar power would be a great thing.

6 The other thing I'd like to say is we have a
7 new -- a new person who lives in Greenport who's
8 blind. And we were talking about how difficult it
9 was for him to cross Third Street between the gas
10 station and the bank, because there is no button
11 that you can push, and then it's also a
12 right-of-way thing. So I don't know if you guys
13 can advocate, because I heard it's the State that
14 has to put in the push-button walk. He needs
15 help. He's -- we don't have any other blind
16 people around here, I don't think, but there's
17 only one of those push button things to go from
18 the gas station towards the ferry, but there's not
19 one the other way. And he almost killed himself,
20 actually, just --

21 MAYOR HUBBARD: We can talk to the State DOT
22 about that --

23 MS. DE CRUZ: Thank you.

24 MAYOR HUBBARD: -- and see if they can do
25 that.

1 MS. DE CRUZ: And I love Moore's Lane's
2 paving. I appreciate that, that's great. Thanks.

3 MAYOR HUBBARD: Thank you.

4 MS. WADE: I'm so sorry. Randy Wade, Sixth
5 Street, again. Whoops. I made notes and I
6 totally forgot.

7 Also, on your agenda is voting on the SEQRA
8 determination about this lease to the Rotary, and
9 it's called a Neg. Dec., and it's not, it's a
10 Positive Declaration, because when you impact the
11 only path into Moore's Woods from Moore's Lane,
12 the nature trail, that's a significant impact.
13 It's a cultural value, it's an aesthetic value,
14 and these are things that the DEC did not review.
15 It's not their jurisdiction to review. It is your
16 responsibility to be weighing what is of cultural
17 value to the Village residents when you make a
18 determination like that. So that would be a
19 Positive Declaration.

20 And that's great that you're repaving other
21 streets. Is Sixth Street also a priority?
22 Because the highway trucks go up and down it to
23 the, you know, yard there. And it also has
24 beautiful sidewalks, but --

25 MAYOR HUBBARD: Sixth Street is not on the

1 plan right now. There's a lot of other roads that
2 are a lot worse than Sixth Street. We're going to
3 take care of Fourth Street and take care of other
4 roads, and that's --

5 MS. WADE: I agree that Fourth Street has
6 the bus.

7 MAYOR HUBBARD: It will be in the future.

8 MS. WADE: Okay, great, because it is a lot
9 of truck action. And remember, it was even a
10 couple of years ago Chatty was saying with the bus
11 that she was noticing it. But thank you very
12 much.

13 MAYOR HUBBARD: Yep. Anybody else wish to
14 address the Board?

15 (No Response)

16 MAYOR HUBBARD: Okay. We'll move on to the
17 regular agenda. Okay.

18 *RESOLUTION #08-2021-1, RESOLUTION adopting*
19 *the August, 2021 agenda, with the wording --*
20 *Agenda Item 08-2021-9, the removal of the word*
21 *"possible" from the resolution. So whoever comes*
22 *up with #9, it's not "possible", it is --*

23 TRUSTEE ROBINS: Possibly. Possibly.

24 MAYOR HUBBARD: Permission.

25 TRUSTEE ROBINS: Possibly, not possible.

1 Possibly.

2 MAYOR HUBBARD: We're removing possible.

3 TRUSTEE ROBINS: Possibly. It says
4 possibly.

5 MAYOR HUBBARD: So it will say, "And
6 permission," possible is out.

7 TRUSTEE PHILLIPS: Okay.

8 MAYOR HUBBARD: Okay? So moved.

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 Trustee Clarke.

20 TRUSTEE CLARKE: *RESOLUTION #08-2021-2,*

21 *Accepting the monthly reports of the Greenport*

22 *Fire Department, Village Administrator, Village*

23 *Treasurer, Village Clerk, Village Attorney, Mayor*

24 *and Board of Trustees. So moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #08-2021-3,*
11 *RESOLUTION ratifying the following resolution*
12 *approved at the August 19, 2021 Work Session*
13 *Meeting of the Village of Greenport Board of*
14 *Trustees:*

15 *Resolution approving the Public Assembly*
16 *Permit Application submitted by Ashley Santacroce*
17 *on behalf of Classy Cab, Incorporated for the use*
18 *of a portion of Fifth Street Beach/Park from*
19 *1 p.m. through 6 p.m. on September 12, 2021 for a*
20 *"Back to School" event. So moved.*

21 TRUSTEE PHILLIPS: Second

22 MAYOR HUBBARD: All in favor?

23 TRUSTEE CLARKE: Aye.

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBINS: Aye.

2 MAYOR HUBBARD: Aye.

3 Opposed?

4 (No Response)

5 MAYOR HUBBARD: Motion carried.

6 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-4,*
7 *RESOLUTION approving the application for*
8 *membership of James Best to the Standard Hose*
9 *Company #4 of the Village of Greenport Fire*
10 *Department, as approved on August 18th, 2021 by*
11 *the Village of Greenport Fire Department Board of*
12 *Wardens. So moved.*

13 TRUSTEE ROBINS: Second

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE CLARKE: Aye.

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE ROBINS: *RESOLUTION #08-2021-5,*
24 *RESOLUTION approving the application for*
25 *membership of Patrick Brennan to Star Hose Company*

1 *#3 of the Village of Greenport Fire Department, as*
2 *approved on August 18th, 2021 by the Village of*
3 *Greenport Fire Department Board of Wardens.*

4 So moved.

5 TRUSTEE CLARKE: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE CLARKE: Aye.

8 TRUSTEE MARTILOTTA: Aye.

9 TRUSTEE PHILLIPS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE CLARKE: *RESOLUTION #08-2021-6,*
16 *Approving the application for a transfer of*
17 *membership of Susano Jimenez, for a transfer from*
18 *Eagle Hose Company #1 of the Village of Greenport*
19 *Fire Department to Standard Hose Company #4 of the*
20 *Village of Greenport Fire Department, as approved*
21 *on August 18th, 2021 by the Village of Greenport*
22 *Fire Department Board of Wardens. So moved.*

23 TRUSTEE MARTILOTTA: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE CLARKE: Aye.

1 TRUSTEE MARTILOTTA: Aye.

2 TRUSTEE PHILLIPS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE MARTILOTTA: *RESOLUTION #08-2021-7,*
9 *RESOLUTION approving the attached SEQRA resolution*
10 *regarding the proposed Licensing and Construction,*
11 *Management, and Operations Agreement, "Agreement"*
12 *again, between the Village of Greenport and the*
13 *Rotary Club of Greenport, New York for the*
14 *licensing, construction and operation of a*
15 *miniature railroad in a portion of the*
16 *Village-owned property known as Moore's Woods in*
17 *the Village of Greenport; adopting lead agency*
18 *status, determining that the approval for the*
19 *Agreement is an Unlisted Action for purposes of*
20 *SEQRA that will have -- that will not have a*
21 *significant negative impact on one or more aspects*
22 *of the environment and adopting a negative*
23 *declaration for the purposes of SEQRA. So moved.*

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE MARTILOTTA: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE ROBINS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-8,*
10 *RESOLUTION approving the attached Licensing, and*
11 *Construction, Management, and Operation Agreement*
12 *between the Village of Greenport and the Rotary*
13 *Club of Greenport, New York for the lease of a*
14 *portion of Village-owned property at Moore's Lane*
15 *for the placement and operation of a miniature*
16 *railroad, and authorizing Mayor Hubbard to sign*
17 *the Agreement between the Village of Greenport and*
18 *the Rotary Club of Greenport. So moved.*

19 TRUSTEE ROBINS: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 TRUSTEE CLARKE: Nay.

2 MAYOR HUBBARD: Motion carried four to one.

3 TRUSTEE PHILLIPS: Julia.

4 TRUSTEE ROBINS: *RESOLUTION #08-2021-9,*

5 *RESOLUTION allowing Village Administrator Paul J.*

6 *Pallas, P.E. to request information from New York*

7 *Power Authority regarding the implementation of*

8 *net metering in the Village of Greenport. So*

9 *moved.*

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: *RESOLUTION #08-2021-10,*

21 *Authorizing Treasurer Brandt to perform attached*

22 *Budget Amendment #4859 to appropriate reserves to*

23 *fund the Moore's Lane Paving Project, and*

24 *directing that Budget Amendment #4859 be included*

25 *as part of the formal meeting minutes of the*

1 *August 26, 2021 Regular Meeting of the Board of*
2 *Trustees. So moved.*

3 TRUSTEE MARTILOTTA: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE CLARKE: Aye.

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE MARTILOTTA: *RESOLUTION #08-2021-11,*
14 *RESOLUTION authorizing Treasurer Brandt to perform*
15 *attached Budget Amendment #4861 to appropriate*
16 *reserves to fund the Headworks Screen Repair at*
17 *the Wastewater Treatment Plant, and directing that*
18 *Budget Amendment #4861 be included as part of the*
19 *formal meeting minutes of the August 26, 2021*
20 *Regular Meeting of the Board of Trustees.*

21 So moved.

22 TRUSTEE PHILLIPS: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE CLARKE: Aye.

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-12,*
8 *RESOLUTION authorizing Treasurer Brandt to perform*
9 *attached Budget Amendment #4862 to appropriate*
10 *reserves to fund the continuing rental of the*
11 *Central Pump Station generator, and directing that*
12 *Budget Amendment #4862 be included as part of the*
13 *formal meeting minutes of the August 26, 2021*
14 *Regular Meeting of the Board of Trustees.*

15 So moved.

16 TRUSTEE ROBINS: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE ROBINS: *RESOLUTION #08-2021-13,*
2 *RESOLUTION authorizing Treasurer Brandt to perform*
3 *attached Budget Amendment #4863 to appropriate*
4 *reserves to fund engineering services for the*
5 *Wastewater Treatment Plant Drainage Improvements*
6 *Project, and directing that Budget Amendment #4863*
7 *be included as part of the formal meeting minutes*
8 *of the August 26, 2021 Regular Meeting of the*
9 *Board of Trustees. So moved.*

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: *RESOLUTION #08-2021-14,*
21 *Authorizing Treasurer Brandt to perform attached*
22 *Budget Amendment #4867 to appropriate reserves to*
23 *fund the Ultra Violet System repair at the*
24 *Wastewater Treatment Plant, and directing that*
25 *Budget Amendment #4867 be included as part of the*

1 *formal meeting minutes of the August 26, 2021*

2 *Regular Meeting of the Board of Trustees.*

3 So moved.

4 TRUSTEE MARTILOTTA: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE MARTILOTTA: *Resolution #08-2021-15,*
15 *RESOLUTION authorizing Treasurer Brandt to perform*
16 *attached Budget Amendment #4868 to appropriate*
17 *reserves to fund the CCTV inspection and high*
18 *pressure jetting of specified Village sewer pipes*
19 *at Fifth Street and at Front Street, and directing*
20 *that Budget Amendment #4868 be included as part of*
21 *the formal meeting minutes of the August 26, 2021*
22 *Regular Meeting of the Board of Trustees.*

23 So moved.

24 TRUSTEE PHILLIPS: Second.

25 MAYOR HUBBARD: All in favor?

1 TRUSTEE CLARKE: Aye.

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 MAYOR HUBBARD: Aye.

6 Opposed?

7 (No Response)

8 MAYOR HUBBARD: Motion carried.

9 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-16,*
10 *RESOLUTION authorizing Treasurer Brandt to perform*
11 *attached Budget Amendment #4871 to appropriate*
12 *reserves to fund the pump repair at Claudio's Pump*
13 *Station, and directing that Budget Amendment #4871*
14 *be included as part of the formal meeting minutes*
15 *of the August 26, 2021 Regular Meeting of the*
16 *Board of Trustees. So moved.*

17 TRUSTEE ROBINS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE CLARKE: Aye.

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

2 TRUSTEE ROBINS: *RESOLUTION #08-2021-17,*
3 *RESOLUTION authorizing Treasurer Brandt to perform*
4 *attached Budget Amendment #4873 to appropriate*
5 *reserves to fund the computer server upgrade, and*
6 *directing that Budget Amendment #4873 be included*
7 *as part of the formal meeting minutes of the*
8 *August 26, 2021 Regular Meeting of the Board of*
9 *Trustees. So moved.*

10 TRUSTEE CLARKE: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE CLARKE: Aye.

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE CLARKE: *RESOLUTION #08-2021-18,*
21 *Ratifying the hiring of Payton Lazenby as a*
22 *part-time, seasonal Carousel employee at an hourly*
23 *wage rate of \$14.00 per hour, effective July 31st,*
24 *2021. So moved.*

25 TRUSTEE MARTILOTTA: Second.

1 MAYOR HUBBARD: All in favor?

2 TRUSTEE CLARKE: Aye.

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBINS: Aye.

6 MAYOR HUBBARD: Aye.

7 Opposed?

8 (No Response)

9 MAYOR HUBBARD: Motion carried.

10 TRUSTEE MARTILOTTA: *RESOLUTION #08-2021-19,*
11 *RESOLUTION ratifying the re-hiring of Jack Muth as*
12 *a part-time seasonal Lifeguard at an hourly wage*
13 *rate of \$19.00 per hour, effective August 7th,*
14 *2021. So moved.*

15 TRUSTEE PHILLIPS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE CLARKE: Aye.

18 TRUSTEE MARTILOTTA: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-20,*

1 *RESOLUTION ratifying an hourly pay increase for*
2 *Stephanie King, from \$15.00 per hour to \$17.00 per*
3 *hour, effective August 11th, 2021. So moved.*

4 TRUSTEE ROBINS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE CLARKE: Aye.

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE ROBINS: *RESOLUTION #08-2021-21,*
15 *RESOLUTION authorizing the Village of Greenport to*
16 *conduct a lottery for five (5) deer hunting*
17 *permits, by bow and arrow only, as per New York*
18 *State hunting regulations, in the western portion*
19 *of Moore's Woods, beginning October 1st, 2021.*
20 So moved.

21 TRUSTEE CLARKE: Second.

22 TRUSTEE PHILLIPS: Mayor, I have a question.

23 MAYOR HUBBARD: Okay.

24 TRUSTEE PHILLIPS: The application dates,
25 what is the deadline date before the -- you know,

1 what is -- when is the -- blah, blah, sorry. When
2 are the applications going to be open to apply for
3 the lottery.

4 MAYOR HUBBARD: I believe they can start
5 applying now as soon as we pass it.

6 TRUSTEE PHILLIPS: Is that what it is?

7 CLERK PIRILLO: The applications are open.

8 MAYOR HUBBARD: They could apply right away.

9 TRUSTEE PHILLIPS: Okay. All right. So
10 it's from now until the lottery on October 1st?

11 CLERK PIRILLO: From tomorrow morning --

12 TRUSTEE PHILLIPS: Okay.

13 CLERK PIRILLO: -- until, until the day
14 before, depending on whether it's a weekday
15 or not.

16 TRUSTEE PHILLIPS: Okay. All right. Thank you.

17 CLERK PIRILLO: You're welcome.

18 MAYOR HUBBARD: Okay. Any other discussion?

19 (No Response)

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE CLARKE: *RESOLUTION #08-2021-22,*
5 *Approving the attached SEQRA resolution regarding*
6 *the proposed amendment to Chapter 132 (Vehicles*
7 *and Traffic), Section 50, Schedule XII (Loading*
8 *Zones) of the Village of Greenport Code; adopting*
9 *lead agency status, determining the adoption of*
10 *the local law amending Chapter 132 to be an*
11 *Unlisted Action, determining that the adoption of*
12 *the local law will not have a significant negative*
13 *impact on one or more aspects of the environment*
14 *and adopting a negative declaration for purposes*
15 *of SEQRA. So moved.*

16 TRUSTEE MARTILOTTA: Second.

17 MAYOR HUBBARD: All in favor?

18 TRUSTEE CLARKE: Aye.

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBINS: Aye.

22 MAYOR HUBBARD: Aye.

23 Opposed?

24 (No Response)

25 MAYOR HUBBARD: Motion carried.

1 TRUSTEE MARTILOTTA: *RESOLUTION #08-2021-23,*
2 *RESOLUTION adopting Local Law #, to be determined,*
3 *of 2021, amending Chapter 132 (Vehicles and*
4 *Traffic), Section 50, Schedule XII (Loading Zones)*
5 *of the Village of Greenport Code; adopting new*
6 *regulations regarding loading zones in the Village*
7 *of Greenport to facilitate more efficient loading*
8 *and unloading in the Village of Greenport without*
9 *obstruction of the loading or of nearby parking.*

10 So moved.

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All right. Just a piece of
13 discussion on this. At the Planning Board
14 meeting, it came up that somebody requested a curb
15 cut on the south side of Adams Street. So instead
16 of rewriting the whole law and everything else,
17 it's a public safety issue to have a curb cut
18 going right through a loading zone. So as part of
19 public safety, we're just going to modify that and
20 not do that section as part of the loading zone.
21 That's on the southeast section of the --

22 ADMINISTRATOR PALLAS: West.

23 MAYOR HUBBARD: Southwest section of the
24 loading zone. Okay. I'm just trying to picture
25 where it was. All right. So it will be 25 feet?

1 ADMINISTRATOR PALLAS: Twenty-five to 30.

2 MAYOR HUBBARD: Twenty-five to 30, depending
3 on how it lays out. So that one section will not
4 be part of the loading zone, and -- but we're
5 going to move forward and pass this with that one
6 exception as part of it. Is that all correct,
7 Joe?

8 ATTORNEY PROKOP: Yes, sir. Under the law,
9 the Local Law could be changed up to the time of
10 adoption upon a certification by the Mayor that
11 it's a safety issue that needs to be addressed.

12 MAYOR HUBBARD: Okay.

13 ATTORNEY PROKOP: Which you just did.

14 MAYOR HUBBARD: Okay. All right, very good.
15 All in favor?

16 TRUSTEE CLARKE: Aye.

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE PHILLIPS: *RESOLUTION #08-2021-24,*
25 *RESOLUTION approving the Settlement Agreement and*

1 *Releases dated August 26, 2021 between the Village*
2 *of Greenport and Genesys Engineering, P.C. related*
3 *to various engineering services regarding upgrades*
4 *to the Village of Greenport electrical power*
5 *distribution system and generator plant, and*
6 *authorizing Mayor Hubbard to sign the Settlement*
7 *Agreement and Releases on behalf of the Village of*
8 *Greenport. So moved.*

9 TRUSTEE ROBINS: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE CLARKE: Aye.

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

18 MAYOR HUBBARD: Motion carried.

19 TRUSTEE ROBINS: *RESOLUTION #08-2021-25,*
20 *RESOLUTION approving all checks for Fiscal Year*
21 *2020/2021 per the Voucher Summary Report dated*
22 *August 23rd, 2021, in the total amount of*
23 *\$8,874.05 consisting of:*

24 o *All regular checks in the amount of*
25 *\$8,874.05. So moved.*

1 TRUSTEE CLARKE: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE CLARKE: Aye.

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE CLARKE: *RESOLUTION #08-2021-26,*

12 *Approving all checks for Fiscal Year 2021/2022 per*

13 *the Voucher Summary Report dated August 23rd, 2021*

14 *in the total amount of \$600,740.88 consisting of:*

15 *o All regular checks in the amount of*

16 *\$575,775.69, and*

17 *o All prepaid checks (including wire*

18 *transfers) in the amount of \$24,965.19. So moved.*

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE CLARKE: Aye.

22 TRUSTEE MARTILOTTA: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 Okay. That concludes our regular business.

5 I want to thank everybody for coming. It's hard
6 to believe that we're at the end of August and
7 Labor Day is next weekend, but continue on, enjoy
8 the last week-and-a-half of summer, and we'll see
9 you in September.

10 Offer a motion to adjourn at 8:03.

11 TRUSTEE ROBINS: Second

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE CLARKE: Aye.

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 Have a good evening.

22 (The meeting was adjourned at 8:03 p.m.)

23

24

25

C E R T I F I C A T I O N

1

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 August 26, 2021.

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 6th day of September, 2021.

19

20

*Lucia Braaten*_____
Lucia Braaten

21

22

23

24

25

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

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

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

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the Licensing and Construction, Management, and Operations Agreement regarding the licensing, construction, and operation of a miniature railroad in a portion of the Village-owned area known as Moore's Woods in the Village of Greenport; and it is further

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

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

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

problems; and

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

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

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

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

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

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

Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant, and otherwise will not have a significant negative impact on one or more of the criteria contained in 6NYCRR617.7; and it is therefore

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

Upon motion by Trustee

/ seconded by Trustee

this resolution is carried as follows:

Dated: August 23, 2021

Changes expected to this agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Rotary Club of Greenport

Village of Greenport

By: _____
Lydia Wells, President

By: _____
George Hubbard Mayor

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

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

Notary Public

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

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

Notary Public

Final Version

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The Village hereby agrees to and does grant Rotary a license ("License") to locate

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

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

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

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

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

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

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

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

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

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

17. In the event that the Village shall discontinue its involvement in the operation of this Railroad during the term hereof, or shall fail to operate the Railroad for a continuous period in excess of twelve (12) months, the Rotary shall have the right to appoint another party to become the "Successor Operator" of the Railroad, subject to the approval of the Village which shall not be unreasonably withheld. The parties agree that it is the intent of the parties that the Successor Operator shall be another not for profit entity and that the Railroad shall continue being run for the benefit and enjoyment of the public in a generally nonprofit manner with no expansion or change of character.

18. During the period of time that the "Successor Operator" is operating the Railroad on the Village property, the Village shall receive a payment from Rotary or the Successor Operator as consideration for the use of the Village property the greater of five percent (5%) of the gross revenues of the Railroad on an annual basis or one thousand dollars (\$1,000) per annum, to be paid by each January 31, of the following year. Alternatively, Rotary may elect to remove the train and tracks from the Village property without any responsibility to restore the Village property to its original condition prior to commencement of this Agreement. In the event that a Successor Party is operating the Railroad, the Village will have no responsibility for any expenses of the Railroad or its operation during the time that the Successor Operator is operating the Railroad and at all times the Railroad shall continue to be operated for the use and enjoyment of the general public.

19. Rotary shall at its own expense construct the Station House at a mutually agreeable location provided said location is reasonably suited for the purposes intended for the Station House on the land of the Village in order to store and maintain the miniature train. It is the intention of the Rotary and the Village, provided that sufficient funds have been raised, that said Station House may also in the future include public bathrooms, a workshop for the mechanics for the maintenance and repair of the miniature train, a ticket booth and possible public space.

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

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

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

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

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

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

cost thereof plus reasonable administrative cost; and (C) in addition to (A) and (B), pursue any other remedies available at law or in equity.

24. In the event that either the Village or Rotary commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other costs of sustaining such action, including reasonable attorney fees, as may be fixed by the court.

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

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

27. In the event of the abandonment of the Railroad and Equipment by the Rotary and or the expiration or termination of this Agreement, and if Rotary does not exercise its right to remove the Equipment from the Village Property, the Village shall use the reserve fund established as described in paragraph 15 to fund the removal of the miniature railroad and associated equipment and improvements, perform property restoration as needed, excluding the ~~shed~~ Station House that is to be constructed by Rotary which shall be and become the property of the Village. In no event shall Rotary be responsible for any of the above costs set forth in this paragraph 27. In the event that the Rotary determines and provides written notice to the Village that the Rotary no longer wishes to participate in the Project the Village may elect to continue to operate the Railroad and Equipment at the expense of the Village without any right of the Rotary to any future revenues of the operation of the Railroad.

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

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

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

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

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

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

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

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

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

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

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

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

The Rotary Club of Greenport

Village of Greenport

By: _____
Lydia Wells, President

By: _____
George Hubbard Mayor

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

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

Notary Public

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

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

Notary Public

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
Trans No: 4862 Trans Date: 08/03/2021 User Ref: ROBERT
Requested: A. HUBBARD Approved: Created by: ROBERT 08/03/2021
Description: TO APPROPRIATE RESERVES TO FUND THE CONTINUING RENTAL OF THE Account # Order: No
CENTRAL PUMP STATION GENERATOR Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	16,656.00
G.8130.200	PUMP STATION EQUIPMENT..	16,656.00
	Total Amount:	33,312.00

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2022 Period: 8 Trans Type: B2 - Amend Status: Batch
 Trans No: 4868 Trans Date: 08/10/2021 User Ref: ROBERT
 Requested: A. HUBBARD Approved: Created by: ROBERT 08/10/2021
 Description: TO APPROPRIATE RESERVES TO FUND THE CCTV INSPECTION AND HIGH
 PRESSURE JETTING OF SPECIFIED VILLAGE SEWER PIPES AT FIFTH STREET
 & AT FRONT STREET Account # Order: No
 Print Parent Account: No

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

VILLAGE OF GREENPORT

Budget Adjustment Form

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

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

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

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

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the obligations of the Village of Greenport with respect to the amendment of Chapter 132 (Vehicles and Traffic) and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the amendment of Chapter 132 (Vehicles and Traffic), of the Village of Greenport Code to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village of Greenport without obstruction of the loading or of nearby parking; and it is further

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

/ seconded by Trustee

this resolution is carried as follows:

Dated: August 20, 2021

August 11, 2021

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

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

Section 1.0 Enactment, Effective Date,
Purpose and Definitions.

1.1 Title of Local Law

1.2 Enactment.

1.3 Effective Date.

1.4 Purpose and Intent of Local Law.

2.0 General Provisions

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

3.0 Severability

1.1 Title.

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

1.2. Enactment.

Pursuant to Section 10 of the Home Rule Law and the Village Law of the State
of New York, the Incorporated Village of Greenport, County of Suffolk and State of
New York, hereby enacts by this Local Law of 2021, a Local Law of the Village of
Greenport.

1.3. Effective Date.

This Local Law shall take effect on the filing of the approved Local Law with the

Secretary of State of New York, which shall be with in twenty (20) days after its approval by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to amend the regulations regarding loading zones in the Village of Greenport to facilitate more efficient loading and unloading in the Village without obstruction of the loading or of nearby parking.

2.0 General Provisions.

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

Schedule XII: Loading Zones.

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

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

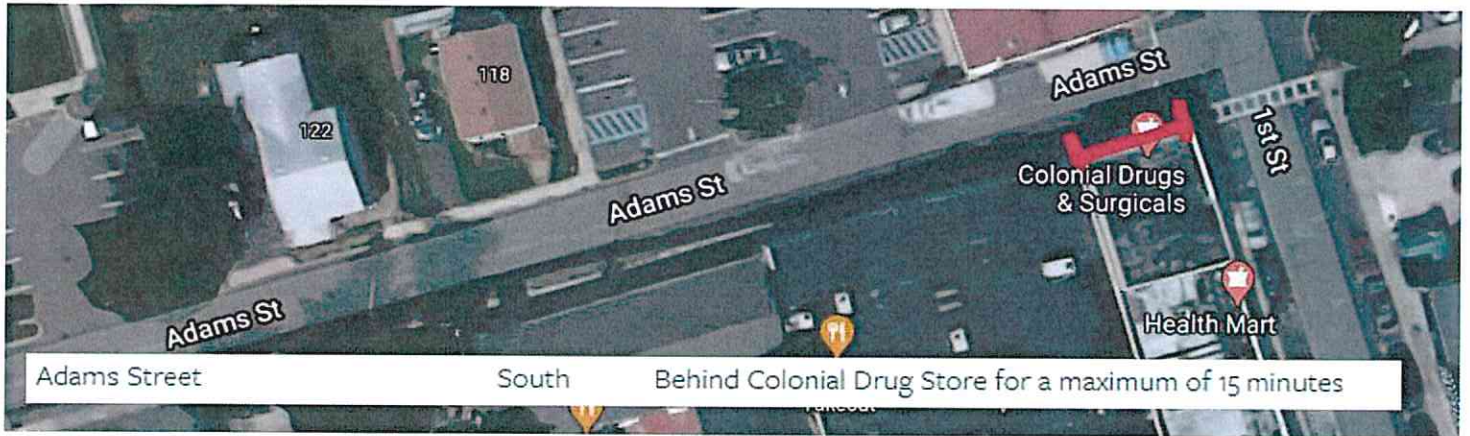
East Front Street	South	85 feet beginning on the south east corner of Main Street and East Front Street. Commercial loading Zone 30 minute limit.
South Street	North	105.5 feet from northwest corner of Main Street and South Street. Commercial loading zone 30 minute limit.
Third Street	East	130 feet east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

3.0 Severability

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



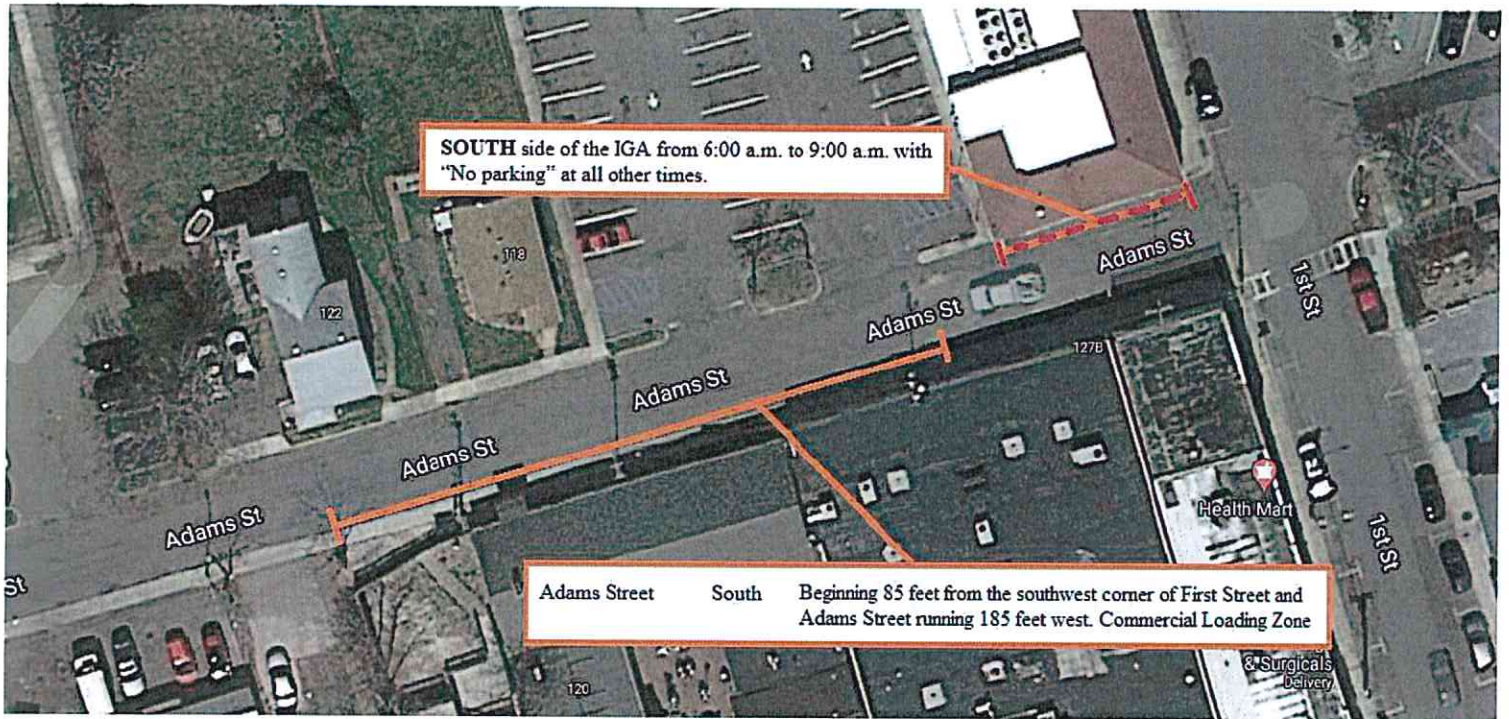
PROPOSAL: REMOVE FROM CODE.



PROPOSAL: REMOVE FROM CODE.



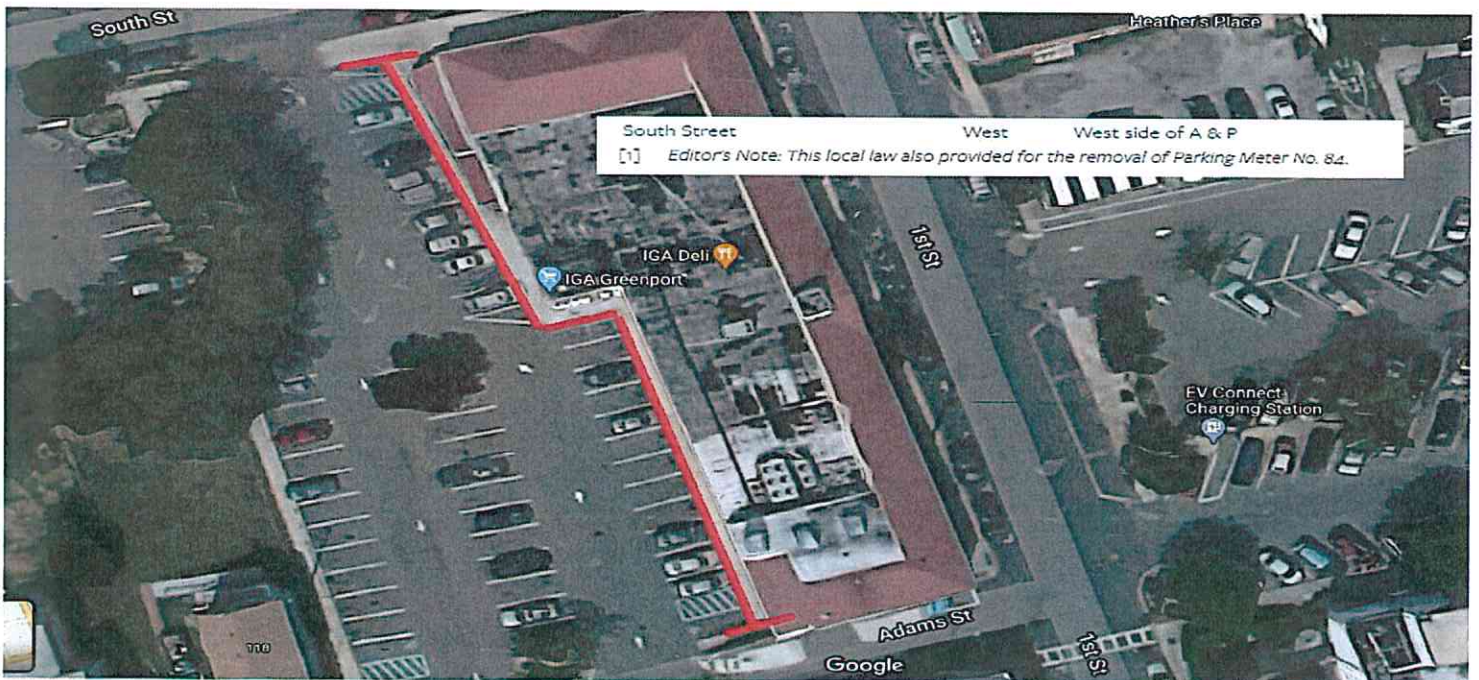
PROPOSAL: SEE NEXT PAGE



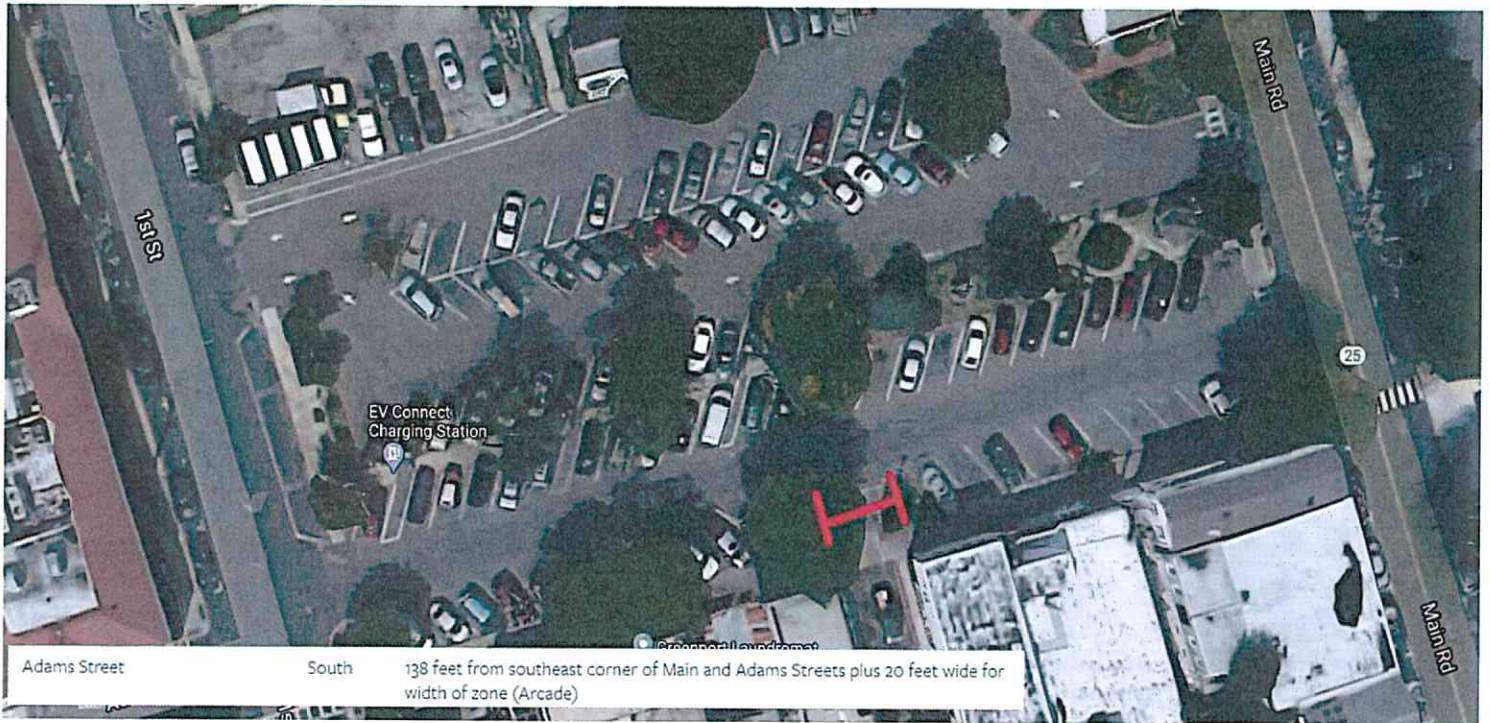
PROPOSAL:

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

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

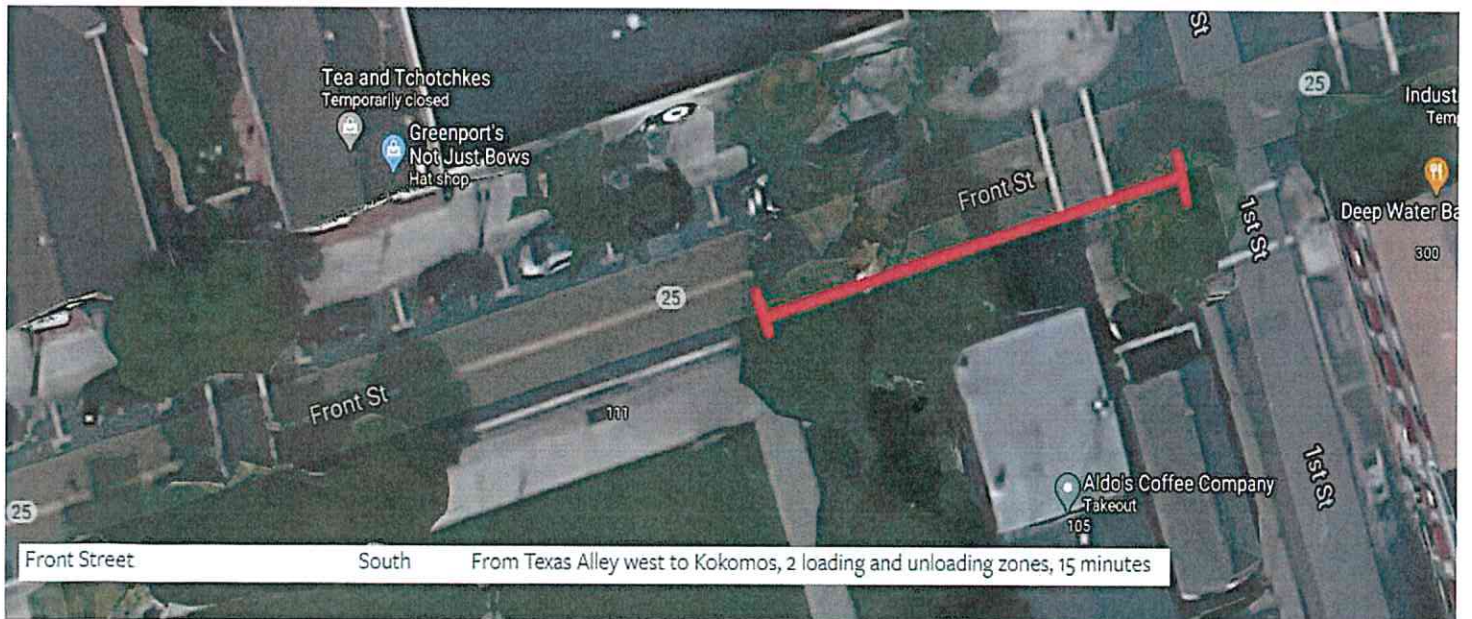


PROPOSAL: REMOVE FROM CODE.



PROPOSAL:

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



PROPOSAL: REMOVE FROM CODE.



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

PROPOSAL: REMOVE FROM CODE.



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

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



PROPOSAL: MODIFY CODE (SEE BELOW)



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



PROPOSAL:

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



PROPOSED NEW LOADING LONE:

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