



236 Third Street  
Greenport NY  
11944

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**MAYOR**

GEORGE W. HUBBARD, JR.  
EXT. 215

**TRUSTEES**

JACK MARTILOTTA  
DEPUTY MAYOR

MARY BESS PHILLIPS

DOUGLAS W. ROBERTS

JULIA ROBINS

**VILLAGE  
ADMINISTRATOR**

PAUL J. PALLAS, P.E.  
EXT. 219

**CLERK**

SYLVIA PIRILLO, RMC  
EXT. 206

**TREASURER**

ROBERT BRANDT  
EXT. 217

June 25, 2015 at 7:00 PM

Mayor and Board of Trustees - Regular Meeting

Third Street

Firehouse

Greenport, NY 11944

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Vivian Young Sheehan

**ANNOUNCEMENTS**

- The Tall Ships 2015 Event will take place from July 3<sup>rd</sup> through July 7<sup>th</sup>. Tickets are available on-line at:  
[www.greenporttallships.com](http://www.greenporttallships.com)
- The annual Skate Park Festival is scheduled for Sunday, July 26<sup>th</sup> from 12 p.m. - 5 p.m.

**PUBLIC HEARINGS**

- Lease Option Agreement – Global Common
- Assessment of costs related to 415 Kaplan Avenue, per Village Code Chapter 90
- Wetlands Permit Application – Peconic Land Trust – Fourth and Clark Streets
- Wetlands Permit Application – Fletcher & Walker – 131 Fourth Street
- Local Law re: Village Code Chapter 132 – Vehicles and Traffic
- Local Law re: Village Code Chapter 63 – Filming
- Local Law re: Village Code Chapter 101 – Recreation Areas and Beaches

**PUBLIC TO ADDRESS THE BOARD**

**REGULAR AGENDA**

**CALL TO ORDER****RESOLUTIONS****RESOLUTION # 06-2015-1**

RESOLUTION adopting the June 2015 agenda as printed.

**RESOLUTION # 06-2015-2**

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

**RESOLUTION # 06-2015-3**

RESOLUTION ratifying the following two resolutions as approved by the Board of Trustees during the work session meeting held on June 18, 2015:

- RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 2163, for the funding of the Tall Ships 2015 ship contracts, and directing that Budget Amendment # 2163 be included as part of the formal meeting minutes for the June 25, 2015 regular meeting of the Board of Trustees.
- RESOLUTION approving the Inter-Municipal Agreement between the Village of Greenport and the Town of Southold for the provision of qualified, certified lifeguards at the Village of Greenport Fifth Street Beach for the 2015 Summer season.

**FIRE DEPARTMENT****RESOLUTION # 06-2015-4**

RESOLUTION approving the application for membership of Christopher Thomas Hanold, Jr. to the Star Hose Company of the Greenport Fire Department, as approved by the Greenport Fire Department Board of Wardens on June 17, 2015.

**VILLAGE ADMINISTRATOR****RESOLUTION # 06-2015-5**

RESOLUTION ratifying the hiring of Angelica Klavas as a part-time carousel employee, effective May 23, 2015; at a pay rate of \$ 8.75 per hour.

**RESOLUTION # 06-2015-6**

RESOLUTION ratifying the hiring of Sophie Jacobs as a part-time carousel employee, effective May 30, 2015; at a pay rate of \$8.75 per hour.

**RESOLUTION # 06-2015-7**

RESOLUTION ratifying the hiring of Jordan Maichin as a part-time carousel employee, effective June 12, 2015; at a pay rate of \$ 8.75 per hour.

**RESOLUTION # 06-2015-8**

RESOLUTION approving an increase in the hourly wage of Tristan Mangham, from \$ 8.75 per hour to \$ 11.00 per hour, effective retroactively to May 25, 2015.

**RESOLUTION # 06-2015-9**

RESOLUTION approving an increase in the hourly wage of Sarah Doherty, from \$ 9.00 per hour to \$ 10.00 per hour, effective retroactively to May 19, 2015.

**RESOLUTION # 06-2015-10**

RESOLUTION authorizing an increase in the hourly wage rate of Douglas Jacobs, from \$ 32.01 to \$ 36.49 per hour, to be effective on July 1, 2015; owing to the assumption of additional duties, per Article VII (Salaries and Compensation), Section 9(a) - Merit Clause - of the current collective bargaining agreement between the Village of Greenport and the CSEA.

**RESOLUTION # 06-2015-11**

RESOLUTION approving the license agreement between the Village of Greenport and North Ferry Corporation.

**VILLAGE TREASURER****RESOLUTION # 06-2015-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #2164, to fund Tall Ships 2015 expenses, and directing that Budget Amendment #2164 be included as part of the formal meeting minutes for the June 25, 2015 regular meeting of the Board of Trustees.

**RESOLUTION # 06-2015-13**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #2166, to fund Mitchell Park masonry repairs, and directing that Budget Amendment #2166 be included as part of the formal meeting minutes for the June 25, 2015 regular meeting of the Board of Trustees.

**VILLAGE CLERK****RESOLUTION # 06-2015-14**

RESOLUTION approving a payment of \$ 300.00 per musical performance, at a payment of \$ 2,700 total, to J.C. Productions, for providing sound services and equipment for all nine 2015 Dances in the Park performances, to be expensed from account A.7312.400 (Arts and Culture Exhibitions).

**RESOLUTION # 06-2015-15**

RESOLUTION approving the proposal dated May 27, 2015 for technical assistance regarding the East/West Pier reconstruction as submitted by Cashin Associates, at a maximum rate of \$ 225 per hour, to be expensed from account A.7230.401 (Mitchell Marina Contractual Expense).

**RESOLUTION # 06-2015-16**

RESOLUTION authorizing the payment of \$ 100.00 for the bonding (of up to \$ 5,000) of Margaret DeVito, to be expensed from account A.7120.100 (Recreation Center Personnel Services).

**RESOLUTION # 06-2015-17**

RESOLUTION approving the Public Assembly Permit Application as submitted by the Standard Hose Company of the Greenport Fire Department, for the use of the grounds at the Third Street Firehouse, from 7 a.m. through 7 p.m. on August 15, 2015 for the annual Chicken Barbecue Fundraiser.

**RESOLUTION # 06-2015-18**

RESOLUTION amending Resolution # 05-2015-25, amending the Public Assembly Permit Application as submitted by the Hellenic American Taxpayers and Civic Association of Southold Township ("HATCAST"), to correct the date of the Greek music and dance festival; to be held on September 5, 2015 instead of September 6, 2015.

**RESOLUTION # 06-2015-19**

RESOLUTION approving the Public Assembly Permit application as submitted by Long Island Network of Community Services, Inc. to use a portion of Mitchell Park from 4:30 p.m. through 7:30 p.m. on August 12, 2015 for a family and Youth Treasure Hunt Fundraiser.

**RESOLUTION # 06-2015-20**

RESOLUTION approving the Public Assembly Permit as submitted by Katherine Cirelli on behalf of Daniel Gale Sotheby's International Realty, to use a portion of Mitchell Park from 12:00 p.m. through 4:00 p.m. on either July 11, 2015 or July 18, 2015 for a "Daniel Gale Cares volunteer matchmaking" event.

**VILLAGE ATTORNEY****RESOLUTION # 06-2015-21**

RESOLUTION to re-bill to the respective applicant the costs of the stenography and consulting services of the public meetings, public hearings, and special meetings of the Village of Greenport:

Planning Board, Zoning Board, Historic Preservation Commission and Board of Trustees.

**MAYOR****RESOLUTION # 06-2015-22**

RESOLUTION approving the closing of certain sections of Front and Main Streets in the Village of Greenport to vehicular traffic, from 10 a.m. through 6 p.m. beginning on July 4, 2015 and ending no later than 6 p.m. on July 7, 2015.

**RESOLUTION # 06-2015-23**

RESOLUTION appointing John Saladino to the Village of Greenport Zoning Board of Appeals, to fulfill the unexpired portion of the term of Charles Benjamin, to expire on March 31, 2017.

**BOARD OF TRUSTEES****RESOLUTION # 06-2015-24**

RESOLUTION adopting Local Law # 3 of 2015, amending Section 132-24 (Operation of buses; idling of engines restricted) of the Village of Greenport Code.

**RESOLUTION # 06-2015-25**

RESOLUTION adopting Local Law # 4 of 2015, creating Chapter 63 (Filming) of the Village of Greenport Code.

**RESOLUTION # 06-2015-26**

RESOLUTION adopting Local Law # 5 of 2015, amending Chapter 101 (Recreation Areas and Beaches) of the Village of Greenport Code.

**RESOLUTION # 06-2015-27**

RESOLUTION approving the establishment of a Village of Greenport Constant Contact account / listing, at a cost not to exceed \$ 500.00 per year, to be expensed among various General and Utilities budget accounts.

**RESOLUTION # 06-2015-28**

RESOLUTION approving a total payment of \$ 8,000.00 to Michelle Schott for the completion of the Oral History and interpretive Center portion of the grant for the Old Schoolhouse; with the \$ 8,000.00 payment to be expensed from account H.3150.200 (Schoolhouse Restoration Project).

**RESOLUTION # 06-2015-29**

RESOLUTION awarding the painting of assigned scenes on fourteen rounding boards at the Village of Greenport Carousel to:

Julia Goldman, Enid Haffon, Barbara Maslen, and Cindy Pease Roe, as recommended by the Village of Greenport Carousel Committee, at a total cost of \$ 21,000.00 total.

**RESOLUTION # 06-2015-30**

RESOLUTION accepting the proposal as submitted by Diane Mulvaney for the provision of Event Coordinator Services, in the amount of \$ 1,200.00; per the Dances in the Park Event Coordinator Request for Proposal response as opened on June 17, 2015.

**VOUCHER SUMMARY****RESOLUTION # 06-2015-31**

RESOLUTION approving all checks per the Voucher Summary Report dated June 19, 2015, in the total amount of \$ 122,869.70 consisting of:

- o All regular checks in the amount of \$ 103,968.69, for fiscal year 2014/2015, and
- o All prepaid checks (including wire transfers) in the amount of \$ 18,901.01.

**RESOLUTION # 06-2015-32**

RESOLUTION approving all checks per the Voucher Summary Report dated June 22, 2015, in the total amount of \$ 238,019.05 consisting of:

- o All regular checks in the amount of \$ 198,003.63, for Fiscal Year 2015/2016, and
- o All prepaid checks (including wire transfers) in the amount of \$ 40,015.42.

**OPTION AGREEMENT FOF LEASE OF PARCEL ON MOORE’S LANE,  
GREENPORT, NY**

**June 22, 2015**

<b>Topic</b>	<b>Description/Terms</b>
<b>Parties</b>	Global Common, LLC (“GC” or the “Developer”), or its designee, and Village of Greenport, NY (“Greenport”).
<b>Background</b>	GC previously developed a 54 MW peaking power plant located on Moore’s Lane in Greenport. GC believes it may be feasible to develop and finance a second peaking plant on a Parcel (the “Parcel”) adjacent to the existing plant to help meet PSEGLI’s need for peaking power on the East End, and possibly provide power for Greenport during peak times or during outages, if desired. There may also be an opportunity to develop renewable energy generation, including solar energy, on a site designated by Greenport that would compliment the new peaking plant. In order to proceed with development activities, GC will need to secure an option to lease a site for the new facility. Once GC obtains the lease option, GC will undertake all development and financing tasks at its own expense.
<b>Purpose of Option Agreement</b>	This Option Agreement sets forth the key business terms under which GC will lease the Parcel. The Parties intend that the terms of this Option Agreement shall be incorporated into a Lease Agreement (the “Lease”).
<b>The Parcel</b>	Approximately 2-3 acres located on Moore’s Lane, Greenport, NY, adjacent to the existing 54 MW peaking power plant. (the “Parcel”)
<b>The Project</b>	GC will construct, own and operate a “peaking” power plant (the “Project”) on the Parcel. It is expected that the Project will have a capacity of 50-75 MW, and operate less than 2,000 hours per year. The Project is expected to use new, highly efficient state of the art

	<p>reciprocating engines, and will comply with all applicable environmental rules and regulations. The engines will have dual fuel capability, and be able to utilize ultra-low sulfur diesel, or natural gas, if available. If an adequate supply of pipeline gas is not available, the project will consider use of liquefied natural gas (LNG) delivered by truck as the primary fuel supply, since this would substantially reduce emissions in comparison to even ultra low sulfur diesel, and reduce costs, making the project more economically and environmentally feasible.</p>
<b>Relation to NY Microgrid Prize</b>	<p>The project will seek funding under the NY Microgrid Prize program that will be used to defray project costs, and help make the project more economically feasible. In addition, the “Prize” funding will provide early stage financing to evaluate various renewable energy options, as well as benefits of conventional generation. GC believes Greenport’s location and existence of certain critical facilities make it a good candidate for Prize funding. However, GC intends to proceed with the Project even if it is not successful in securing Prize financing. Proposals for NY Microgrid Prize funding must be submitted to NYS DERDA by May 15, 2015.</p>
<b>Project Schedule</b>	<ul style="list-style-type: none"> <li>• Execute Lease Option Agreement: May 2015</li> <li>• Execute Power Purchase Agreement (PPA) with PSEGLI: Q1 2016</li> <li>• Final Greenport approval of Project: Q3 2016</li> <li>• Complete development and financing activities: Q1 2017</li> <li>• Commence construction: Q1 2017</li> <li>• Commercial Operations Date (COD): Q1 2018</li> </ul>
<b>Term of Lease</b>	<p>20 years from the Project’s Commercial Operations Date (COD), with renewability provisions for two additional 10-year periods.</p>
<b>COD</b>	<p>A date prior to May 1, 2018, when the plant demonstrates compliance with PSEGLI’s performance standards.</p>
<b>Rent Payment</b>	<ul style="list-style-type: none"> <li>• The monthly Rent Payment (“Rent”) shall be</li> </ul>

	<p>\$8,000 per MW per year, payable in equal monthly installments.</p> <ul style="list-style-type: none"> <li>• For example, for a 50 MW plant, the initial monthly rent would be \$33,333.33.</li> <li>• Rent payments will commence at COD.</li> <li>• Rent payments will escalate based on the Consumer Price Index (CPI).</li> </ul>
<b>Project Development and Financing</b>	GC will undertake tasks needed to complete project development and financing at its own expense.
<b>Option Terms</b>	This Lease Option Agreement gives GC the right to lease the Parcel based on terms of this Option Agreement, subject to conditions precedent specified below.
<b>Greenport Purchase Option</b>	Greenport would have option to purchase generation needed for the Village for Book Value after initial term.
<b>Conditions Precedent</b>	<p>The Parties agree to enter into a Lease consistent with the terms of this Option Agreement if and only if the following conditions are met:</p> <ul style="list-style-type: none"> <li>• Greenport Board determines in its sole discretion that there are no significant or unacceptable environmental or safety impacts, and that the project would not limit expansion of the wastewater treatment plant, create excess traffic, or adversely affect village infrastructure.</li> <li>• Completion of the SEQR (State Environmental Quality Review) process with a finding of No Significant Environmental Impacts.</li> <li>• Closing on Project Financing.</li> </ul>
<b>Hold Harmless</b>	The Lease will contain a provision that stipulates that GC will hold Greenport harmless for any liabilities GC incurs or creates resulting from its operations at the Parcel.
<b>Restoration of the Parcel</b>	The Lease will contain a provision to provide financial assurance that GC will restore the Parcel to the condition that existed prior to commencement of construction of the Project.

<b>Termination</b>	Greenport may terminate this Option Agreement if GC has not closed on Project Financing by Q2 2017, provided, however, that GC may extend the term of the Option Agreement by paying Greenport an option payment equal to 5% of the Rent payment, for up to an additional 365 days.
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Agreed and Accepted this \_\_\_\_ day of June 2015:

Village of Greenport

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Global Common, LLC

\_\_\_\_\_  
Signature

Robert J. Foxen



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ROBERT BRANDT  
Ext. 217

To: The Mayor and Board of Trustees of the Village of Greenport

Fm: Village Administrator Paul Pallas

Dt: June 5, 2015

Re: 415 Kaplan Avenue, Greenport, NY, 11944

The house located at the above referenced address experienced a fire on February 19<sup>th</sup>, 2015.

Subsequently, the building was inspected and found to be unsafe; and required demolition and removal of debris, including asbestos abatement and removal of exterior shingles.

The property was inspected by Village personnel, the Southold Town Fire Marshall and an independent engineer hired by the Village - Condon Engineering, P.C.

Subsequently, the Village contracted with Cashin Associates for an asbestos test to determine the required manner of demolition and clean-up.

Following are the associated costs to the Village of Greenport:

**\$ 500** for the independent inspection,

**\$ 2,100** for the asbestos test, and

**\$ 1,750** for legal expenses.

The Village also contracted with S. C. Dirtworks at a cost of **\$ 29,600;** for the demolition, abatement and proper disposal of the debris associated with the remnants of the house at 415 Kaplan Ave. The abatement and demolition work was satisfactorily completed on or about May 29<sup>th</sup>, 2015.

Therefore, the total cost to the Village for the above described work related to the abatement and demolition of 415 Kaplan Avenue is:

**\$ 33,950.**

LOCAL LAW NO. OF THE YEAR 2015

AMENDING SECTION 132-24  
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,

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 Section 132-24 of the Greenport Village Code.

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2015 Amending Section 132-24 of the Greenport Village Code”.

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 2015, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to provide for the safety and wellbeing of the residents and or visitors to the Village of Greenport and to maintain the positive aesthetic qualities of the Village of Greenport.

2.0 General Provisions.

2.1 Amendment to Section 132-24 of the Greenport Village Code

Section 132-24 of the Greenport Village Code is hereby amended to read as follows:

“132-24 Operation of Commercial Vehicles, idling of engines restricted  
When the ambient temperature is in excess of 40° F., no person shall cause or permit the engine of a taxi, limousine, bus, school bus, or any commercial vehicle to idle for more than five (5) minutes while parking as defined in §129 of the VTL, standing as defined in §145 of the VTL or stopping as defined in §147 of the VTL.63-1.”

3.0 Severability

In the event that any language of this local law should be determined by a Court to be invalid or unenforceable, the remaining language and provisions shall remain in full force and effect.

June 7, 2015  
with June 6, 2015 Committee comments

LOCAL LAW NO. OF THE YEAR 2015

CREATING CHAPTER 63 OF THE GREENPORT VILLAGE CODE  
FILMING

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

Section 1.0 Enactment, Effective Date,

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 Chapter 63 of the Greenport Village Code.

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2015 Creating Chapter 63 of the Greenport Village Code; Filming”.

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 2015, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

by the Board of Trustees of the Incorporated Village of Greenport.

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to provide for the safety and wellbeing of the residents and or visitors to the Village of Greenport and the proper and orderly use public and private property in the Village of Greenport for filming.

2.0 General Provisions.

2.1 Chapter 63 of the Greenport Village Code; Filming.

Chapter 63 of the Greenport Village Code is hereby created to read as follows:

Chapter 63. Filming

63-1. Purpose

The Village Board of the Village of Greenport recognizes that the village's natural beauty, historical sites and waterfront settings are attractive to individuals, organizations, corporations, groups, and other entities involved in the businesses of still photography, and filming for motion pictures, television and other media. Because such activities may create a threat to public safety, health or welfare due to the time, location or duration of the filming or may unduly interfere with vehicular and or pedestrian traffic, the Village desires to regulate such activities through the issuance of permits. The purpose of this local law is to set forth the procedure governing such permit process.

63-2. Permit Required.

A. General. A permit issued pursuant to this chapter is required prior to any person or entity engaging in the activity of filming, photographing, transmitting, creating a digital or electronic media, or other recording of a commercial, movie, documentary, television program, catalog or magazine layout or any other presentation on any street, or

public property in the Village. The permit shall be issued by the Village Clerk upon approval by the Board of Trustees as provided in this Chapter.

B. Exemption. A permit pursuant to this Chapter shall not be required if three or fewer individuals constitute the entire cast and crew engaged in one of the activities described in subsection A. above, for Filming intended for the exclusive use of the owner and his or her immediate family or for Filming by the News Media. Persons making a Charitable Film or Student Film, shall be obligated to obtain a film permit, but shall be exempt from the payment of a permit fee.

#### 63-3. Definitions

Charitable Films; Filming produced by a not for profit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos.

Filming; The activity of filming, photographing, or recording on film, video, electronic or other media for transmission or commercial use, a movie, motion picture, film, commercials, television program, documentary, catalog or magazine layout, show, performance, athletic or sports event or other similar events or activities. Filming shall include the use of public property for persons, equipment, vehicles, props, cameras and any other items or materials used in connection with such filming, photographing or recording.

News Media; The photographing, filming or videotaping for the purpose of television news broadcast or reporting for the print or electronic media by reporters, photographers or cameramen.

Production Company; The individual or entity that is issued a permit to engage in Filming on Village owned property or facilities.

Student Films; Filming produced pursuant to the curriculum of an educational institution chartered by the State of New York. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, photos or other media created. Village of Greenport Film Permit; Written authorization to engage in Filming on Village owned property or facilities.

Village of Greenport Film Permit Application; A paper or electronic form to be used to apply for permission to engage in Filming on Village owned property or facilities

#### 63-4. Application for a Film Permit.

A. An application for a Film Permit shall be made in person or online on an application provided by the Village Clerk and shall contain at least the following information:

1. Name, address and telephone number of the person or entity doing the filming.
2. Name, address and telephone number of the location coordinator or other contact person.
3. Purpose of the filming.
4. Specific location of each property to be used in the filming.
5. Dates and times of the day that the property will be used.
6. A general statement of the character or nature of the proposed filming activity.
7. The name, address, telephone number and email address of the production company

or person conducting the activity.

8. The exact number and description of the personnel to be involved.

9. Use of any animals or pyrotechnics.

10. The exact number and type of the vehicles and equipment to be used.

11. If a student film, a letter with an original signature and seal from the school involved verifying that the filming is being done pursuant to the curriculum of an educational institution chartered by the State of New York.

12. If a charitable film, proof of the organization's Section 501(c)(3) status.

13. Such other information as may be required by the Board of Trustees.

B. Submission to the Village Clerk; The following materials shall be submitted to the Village Clerk by the applicant at least fifteen (15) days prior to the proposed date of the Filming.

1. Completed application form.

2. Required nonrefundable application fee.

3. Certificate of insurance and completed indemnification agreement.

C. The Board of Trustees of the Village of Greenport will review a film permit application and may grant, deny, or grant with restrictions or conditions, a permit, and may in its discretion require a public hearing on the application for a permit. In the event that a public hearing is required all property owners within five hundred (500) feet of the property on which the Filming is to take place shall be notified of the public hearing, by the Village at the cost of the applicant, by certified mail return receipt requested. The Board of Trustees may deny an application for a Filming permit if it determines that the Filming will create a dangerous condition, unreasonably interfere with the use of the

Village streets or public places, or create a nuisance to Village residents. The Board of Trustees may in its sole discretion require additional monies to be paid as a fee or deposit based on factors involved in a particular application including but not limited to the size and times of the production and the expected impacts on the Village and the public.

63-5. Permit restrictions.

A. Every permit shall contain a date of commencement and a date of expiration as well as the specific hours during which Filming may occur. The Village Clerk or the Village Administrator may administratively extend the expiration date of a permit during its term by up to ten (10) days without further action by the Board of Trustees, subject to reasonable requirements, including but not limited to additional deposits, that may be set as a condition of the extension if granted.

B. The Board of Trustees may place reasonable limitations on the hours and operation of Filming based on the conditions of a particular neighborhood or the existence of conflicting scheduled events.

C. Such other restrictions as the Board of Trustees may in its sole discretion deem is appropriate for the application and filming.

63-6. Fees and Deposits.

A. Fee. The fee for a Filming permit (for a period of three days or less) shall be a five hundred dollar (\$500) nonrefundable fee, or such other fee as may be set by the Board of Trustees, payable in cash or check at the time of submission of the Village of Greenport Film Permit Application.

B. Clean Up Deposit. A deposit of two hundred and fifty dollars (\$250) for each day of the Filming shall be paid to the Village at the time of the payment of the permit

fee for a clean up deposit. The Clean Up Deposit shall be payable to the Village of Greenport and shall be used to reimburse the Village for any expenses incurred by the Village with regard to the Filming including but not limited to clean up, and the amount of the clean up deposit may be increased by the Board of Trustees for a particular application.

C. Traffic and pedestrian supervision Deposit. A deposit of two hundred and fifty dollars (\$250) for each day of the Filming shall be paid to the Village at the time of the payment of the permit fee for a traffic and pedestrian supervision deposit, and the amount required for a traffic and pedestrian supervision deposit may be increased by the Board of Trustees for a particular application.

D. Administrative and incidental cost deposit; The Board of Trustees may require an administrative and incidental cost deposit in an amount to be set by the Board of Trustees for expected administrative and incidental costs incurred by a particular application.

E. The Board of Trustees may in its sole discretion, lower, raise, or waive any of the fees or deposits set forth in this Chapter with regard to a particular application.

F. Any portion of a deposit required by the Section or the Village is not applied to expenses actually incurred by the Village shall be refunded to the applicant. The applicant shall be responsible to the Village for any expenses that are actually incurred that are not covered by the deposits required by this Section or the Village.

#### 63-7 Insurance and Indemnification

A. No Filming permit shall be issued by the Village Clerk until the applicant has filed with the Village Clerk a certificate or policy of general liability insurance, naming

the Village of Greenport as additional insured, and including personal injury and property damage, in the amount of not less than one million dollars (\$1,000,000) per occurrence for the duration of the Filming, or until the applicant has filed with the Village Clerk an indemnification form provided by the Village which shall indemnify the Village from any claim, loss, damage or other liability resulting from the actions of the applicant or the Filming for which the Filming permit is issued.

B. Applicants seeking to make a Student Film may provide a certificate of insurance issued on behalf of their educational institution.

C. The Board of Trustees may set different or additional requirements for a particular application.

#### 63-8 Suspension and Revocation of Permit

A. The Village Clerk or Village Administrator by administrative action or the Board of Trustees, may suspend or revoke a Filming permit that has been issued by the Village for any of the following reasons:

1. Violation of any Federal, State, Village or other local law or regulation.
2. Violation of any condition of the Filming Permit.
3. Conduct that is detrimental to the health, safety or welfare of the public.

B. In the event that a Filming permit is suspended or revoked, the fees paid therefore shall be forfeited and shall not be refunded to the applicant.

#### 63-9. Penalties for Offenses.

A. Any person or entity who or which violates or fails to comply with any provision of this Chapter or any determination made hereunder, or who shall undertake filming without a permit therefore, shall, upon conviction thereof, be subject to a fine of not more

than ten thousand dollars (\$10,000) per offense of this Chapter, and each and every day that a violation of this chapter exists shall constitute a single and separate violation of this Chapter.

B. The Village may seek injunctive or other court ordered relief, and the election by the Village to seek court ordered relief shall not be exclusive of the other remedies available to the Village herein.

June 12, 2015

LOCAL LAW NO. OF THE YEAR 2015

AMENDING CHAPTER 101  
OF THE GREENPORT VILLAGE CODE  
RECREATION AREAS AND BEACHES

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

Section 1.0 Enactment, Effective Date,

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 Redesignation of Section 101-12 of the Greenport Village Code.

2.2 Designation of Sections 101-13 and 101-4 of the Greenport Village Code.

2.3 Section 101-12 No Unauthorized use of Motor Vehicles on Park or Beach.

3.0 Severability

1.1 Title.

This Local Law shall be entitled “Local Law of 2015 Amending Chapter 101 of the Greenport Village Code; Recreation Areas and Beaches”.

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 2015, a Local Law of the Village of Greenport.

1.3. Effective Date.

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

1.4 Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to provide for the safety and wellbeing of the residents and or visitors to the Village of Greenport and to maintain the positive aesthetic qualities of the beaches and recreation areas of the Village of Greenport by prohibiting unauthorized access by motor vehicles.

2.0 General Provisions.

2.1 Amendment to Section 101-12 of the Greenport Village Code

The existing Section 101-12 Penalties for Offenses of the Greenport Village Code is hereby modified to be renumbered as Section 101-15 Penalties for Offenses.

2.2 Designation of Sections 101-13 and 101-14 of the Greenport Village Code.

Sections 101-13 and 101-14 of the Greenport Village Code are hereby reserved for future use.

2.3 New Section 101-12 of the Greenport Village Code.

There shall be a new Section 101-12 of the Greenport Village Code as follows:

“Section 101-12 Unauthorized Motor Vehicles Prohibited

There shall be no driving or use of a motor vehicle on any Village of Greenport public beach without the specific authorization by the Village of Greenport.”

3.0 Severability

In the event that any language of this local law should be determined by a Court to be invalid or unenforceable, the remaining language and provisions shall remain in full force and effect.





# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2016 Period: 6 Trans Type: B2 - Amend Status: Batch  
 Trans No: 2166 Trans Date: 06/11/2015 User Ref: ROBERT  
 Requested: P. PALLAS Approved: Created by: ROBERT 06/11/2015  
 Description: FUNDING OF MITCHELL PARK MASONRY REPAIR

Account # Order: No  
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	26,300.00
A.7110.401	PARKS EXPENSE RECREATION	26,300.00
<b>Total Amount:</b>		<b>52,600.00</b>

June 10, 2015

## LICENSE AGREEMENT BETWEEN THE VILLAGE OF GREENPORT AND NORTH FERRY CORPORATION

This License Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2015, between licensor, Village of Greenport (the "Village"), a municipal corporation organized and existing under the laws of New York, with offices at 236 Third Street, Greenport, New York 11944, and licensee, North Ferry Co., Inc. ("North Ferry"), a domestic New York corporation with a mailing address of P.O. Box 589, Shelter Island Heights, New York, 11965 as follows:

**Whereas**, North Ferry operates a daily car ferry service between Shelter Island and Greenport in Greenport Harbor; and

**Whereas**, the Village owns the Mitchell Park Marina, a public municipal marina which is located at 115 Front Street in the Village of Greenport, adjacent to the slips leased and used by the North Ferry to dock in the Village of Greenport; and

**Whereas**, Mitchell Park Marina includes the West Pier, a pier which is part of the Mitchell Park Marina and is situated in Greenport Harbor, having an offshore portion that is roughly parallel to the final approach used by North Ferry vessels en route to the North Ferry Slips in the Village of Greenport; and

**Whereas** North Ferry and the Village wish to enter into a License Agreement which would aid navigation and safety in Greenport Harbor; and

**Whereas** upon good and valuable consideration for the mutual promises made herein, the sufficiency of which is hereby acknowledged, the parties now agree to the following provisions regarding the use of the south side of the West Pier, (the south side of the West Pier hereinafter referred to as the "Subject Pier") the Village and the North Ferry as the parties to this Agreement therefore agree as follows:

1. **Restrictions on Use of the Subject Pier.** The Village agrees to and will take all reasonable legal steps necessary to enforce and prohibit the mooring of vessels on the Subject Pier as follows:

A. The Village may only let seventy-three feet (73') of dock space, up to the 10<sup>th</sup> piling beginning from the East End of the Subject Pier, and keep the remainder of the Subject Pier free of all vessels; paint the 10<sup>th</sup> piling above the water line so as to easily distinguish it and the allowable dock space at which vessels may be moored in accordance with Exhibit A; and ensure that the bows of any vessels moored on the allowed space face West;

B. In the event that the Village of Greenport, on not less than thirty (30) days written notice to North Ferry hosts a historic or "tall ship" or other special event on the Subject Pier once or twice a year for special events such as the

Maritime Festival and Tall Ships Festival which may include a Tall Ship moored on the west face of the Subject Pier. While North Ferry understands in most cases the guest Tall Ships are not charged a fee for their berth by the Village, in the event a fee is collected by the Village for the berth the Village and the North Ferry agree that the net fee (after payment of expenses) will be evenly divided (50%-50%) between the Village and North Ferry.

**2. Compensation to the Village.** In consideration of the restricted use of the Subject Pier as detailed herein and other legal rights conveyed in this Agreement or by operation of law, North Ferry agrees to pay the Village annual compensation as follows:

A. Annual payment of \$7,000 for the first calendar year and then as adjusted for each year thereafter. For the calendar year 2015, North Ferry will pay this amount in two equal installments of \$3,500: The first payment of \$3,500 would be paid at the beginning of the season, or on the Effective Date of this Agreement, and the second payment of \$3,500 would be made on or before August 31, 2014.

B. For each Calendar Year thereafter commencing with the payment for the calendar year 2016 the annual payment of \$ 7,500.00 will be adjusted by the Consumer Price Index for All Urban Consumers (CPI-U): Selected local areas, all items index, for the New York-Northern N.J.-Long Island, NY-NJ-CT-PA area (or the comparable index then in effect in the event that this index is no longer in effect), based on the percentage increase in the amount of the index as of the January 1, of the calendar year in which the payment is being made over the amount of the index as of January 1 of the prior calendar year. The payment for each calendar year will be made in two equal installments: the first equal payment will be paid on or before July 1, of each calendar year, and the second equal payment will be paid on or before August 31, of each calendar year.

**3. Term.** The term of this License shall be as follows:

A. This License Agreement is valid for a period of four (4) terms of five (5) years each, that being an original term of five (5) years and three (3) renewal terms of five (5) years each for a total of twenty (20) years, unless terminated earlier pursuant to the provisions of Paragraph 4 below.

B. The License shall automatically renew for each of the three (3) renewal terms unless either party sends a written notice to the other party not less than thirty (90) days prior to the end of the then current term that the party is not renewing the License and whereupon the License shall not renew for any further terms.

**4. Termination.** This License Agreement may be terminated in advance of the end of the term of the License Agreement by either party, but only if notice of termination by either party is given in writing 90 days in advance, and sent in accordance with the provisions of paragraph 10 of this Agreement.

**5. Liquidated Damages.** In the event a vessel is berthed by the Village of Greenport at the Subject Pier in breach of this Agreement, the Village agrees to remit all fees collected from that vessel, to North Ferry.

**6. Dispute Resolution.** Both parties agree that disputes arising under this Agreement which are not resolved by good faith negotiation within a period of 60 days shall be settled by binding arbitration. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**7. Modification.** Subject to the provisions of paragraph 3 above respecting term of the Agreement, any other proposed changes to this Agreement must be in writing and mutually agreed upon by both parties.

**8. Effective Date**

This Agreement, and the terms and conditions herein, shall become effective on the date that the Village of Greenport provides a fully executed copy of the License Agreement to the North Ferry.

**9. Compliance with Law.**

The parties agree that in the exercise of the rights and privileges granted under this License Agreement, they will adhere to and comply with all applicable local, state and federal laws, ordinances, rules and regulations.

**10. Third Party Rights.**

The rights and duties agreed upon in this Agreement are subject to the existing rights, if any, of third parties.

**11. Notice.**

All notices required in this Agreement, proposed modification of the Agreement, and all other correspondence and other documents relating to this Agreement shall be provided by certified mail return receipt requested and facsimile as follows:

If to North Ferry:

Via U.S. certified mail return receipt requested:

North Ferry Co., Inc.  
P.O. Box 589  
Shelter Island Heights, New York 11964

Attention: General Manager

and Via facsimile: 631-749-4158

And a copy by regular mail and facsimile transmission to:

Westervelt & Rea LLP  
50 North Ferry Road  
P.O. Box 633  
Shelter Island, New York 11964

Via facsimile: 631-749-0292  
and Via electronic mail: kimberlearea@gmail.com

If to the Village:

Via U.S. certified mail return receipt requested and facsimile transmission:

Village of Greenport  
Attn.: Village Clerk  
236 3<sup>rd</sup> Street  
Greenport, New York 11944

And a copy by regular mail and facsimile transmission to:

Joseph W. Prokop PLLC  
267 Carleton Avenue  
Central Islip, New York 11722

Via facsimile: 631-234-6205  
Via electronic mail: jwpgreenport@aol.com

## **12. Title.**

North Ferry acknowledges that it has no title in or to the Subject Pier nor to any portion thereof and shall not claim any such title nor any easement (other than the rights conveyed in this Agreement) over the Subject Pier.

## **13. Liens.**

The Village represents that there are no liens on the Mitchell Park Marina property, and agrees to keep the Subject Pier free and clear of all mechanic's, material man's or contractor's liens.

## **14. Existing Right of Way and Easement Agreements**

The parties acknowledge that the Village may have an easement from the State of New York located under or near the Subject Pier, but the Village also acknowledges that such easement, if it presently exists, shall not affect or prejudice the rights of North Ferry granted under this License Agreement.

**15. Insurance**

North Ferry shall provide the Village with evidence of protection and indemnity ("P&I") Insurance in the amount of nine million dollars (\$9,000,000) which may be a combination of primary and excess policies, which insurance shall remain in effect throughout the term of this Agreement.

**16. Indemnifications and Hold Harmless**

North Ferry agrees to indemnify and hold harmless the Village of Greenport for all negligent acts or omissions by North Ferry in its exercise of its rights under this Agreement. The Village agrees to indemnify and hold harmless North Ferry for all the Village's negligent acts or omissions with regard to maintenance of the Subject Pier (including, for example, but not limited to failing to adequately light the Subject Pier, failure to maintain and make necessary repairs to the Subject Pier, failure to keep the Subject Pier free of moorings by vessels other than the Tall Ships, as outlined in Paragraph 1 above, etc.)

**17. Entire Agreement, Severability**

This License Agreement contains the entire Agreement of the parties and shall not be modified except by a writing signed by both parties. In the event that any provision of this Agreement is found to be void or unenforceable, such determination shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the dates set forth below.

**NORTH FERRY CO., INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE VILLAGE OF GREENPORT**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Date: