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

Station One Firehouse
Third and South Streets
Greenport, New York 11944
August 24, 2023
6:00 p.m.

- B E F O R E:
- KEVIN STUESSI - MAYOR
 - MARY BESS PHILLIPS - DEPUTY MAYOR/TRUSTEE
 - PATRICK BRENNAN - TRUSTEE
 - LILY DOUGHERTY-JOHNSON - TRUSTEE
 - JULIA ROBINS - TRUSTEE

 - BRIAN STOLAR - VILLAGE ATTORNEY
 - PAUL PALLAS - VILLAGE ADMINISTRATOR
 - JEANMARIE ODDON - VILLAGE DEPUTY CLERK

1 (The Meeting Was Called to Order at 6 p.m.)

2 MAYOR STUESSI: I'd like to make a motion to
3 open the meeting, please.

4 TRUSTEE PHILLIPS: Second.

5 MAYOR STUESSI: All in favor?

6 TRUSTEE ROBINS: Aye.

7 TRUSTEE BRENNAN: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE DOUGHERTY-JOHNSON: Aye.

10 MAYOR STUESSI: Aye.

11 Please stand for the Pledge of Allegiance.

12 (Pledge of Allegiance)

13 MAYOR STUESSI: Please stay standing for a
14 moment of silence for the following Villagers:
15 Jean Helen Cooper, James Peter Mellas, and
16 Eileen Marie Walters.

17 (Moment of Silence)

18 MAYOR STUESSI: Please be seated. I have a
19 few announcements before we get to the public
20 hearing. First off, the Village Offices will be
21 closed on Monday, September 4th, 2023 in
22 celebration of Labor Day.

23 And the last performance of Dances in the
24 Park for the 2023 season will be the Hoodoo
25 Loungers and New Orleans Party Band this coming

1 Monday, August 28th, 2023.

2 In addition to that, I wanted to wish best
3 wishes on behalf of the Village to Mr. William
4 Swiskey. Bill, known to many of us in the
5 neighborhood, who is, unfortunately, dealing with
6 some pretty serious health issues, he was a very --
7 is a very long-time member of the Village, and has
8 been a Trustee, worked for the Village, and is a
9 neighbor of mine, and ran with a number of us in
10 the last election. So we are sending him our very
11 best wishes.

12 With that, I want to make a motion to open
13 the public hearing. May I have a second, please?

14 TRUSTEE DOUGHERTY-JOHNSON: Second.

15 TRUSTEE ROBINS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 This is a *Public Hearing regarding a local*
23 *law amending Chapter 150, entitled "Zoning", and*
24 *repealing Chapter 42, entitled "Arts District", of*
25 *the Code of the Village of Greenport. The Public*

1 *Hearing regarding a local law to amend the zoning*
2 *map of the Village of Greenport, to reclassify*
3 *certain property from the Waterfront*
4 *Commercial District to the CR Retail Commercial*
5 *District, and the property from the R2 One- and*
6 *Two-Family Residence District to the Park District*
7 *and property from CR Retail Commercial District to*
8 *the WC Waterfront Commercial District remains open.*

9 Is there anybody from the public that would
10 like to speak on this item specifically? No?

11 (No Response)

12 MAYOR STUESSI: Are there any Board comments
13 regarding this? I know we've had a good amount of
14 input from the community. We also have had input
15 from the Planning Board, who has sent us a letter,
16 which will be input into the record, and a good
17 amount of work from the Code Committee.

18 I want to, again, thank everybody on the Code
19 Committee, which includes Chair of the ZBA,
20 John Saladino, who I believe is sitting here this
21 evening, together with Chair Patricia Hammes of the
22 Planning Board, who is not here this evening, and
23 Trustee Mary Bess Phillips, who is Subcommittee
24 Chair of the committee. And, of course, Patrick
25 Brennan served on the committee when he was Chair

1 of the Planning Board, before being elected as a
2 Trustee.

3 Again, there have been a number of comments,
4 that we are incorporating several things, notes
5 that we've heard from the community, and from the
6 Trustees as well. Is there anything additional
7 this evening anybody would like to speak to
8 particularly?

9 TRUSTEE PHILLIPS: I have one thing.

10 MAYOR STUESSI: Yes.

11 TRUSTEE PHILLIPS: That in reference to the
12 entertainment permit, in reading it, it becomes
13 immediately effective. So I'm just wondering that
14 we -- first of all, we need to set an application
15 fee, number one, to the -- and an application form.
16 But I think that we should accommodate those who
17 have to apply for it by -- that they get started by
18 December 31st of this year, because they have to
19 have it by May of 2024. And they have to, for the
20 first time, appear before the Planning Board, and
21 then, of course, it's a two-year renewal after
22 that. But I think that we don't want to
23 automatically start enforcing it if, for some
24 reason, there isn't any changes to the way we have
25 it written now.

1 MAYOR STUESSI: Yeah. Brian was going to be
2 making some edits to this such that it would be
3 effective for the summer season of next year, and
4 applications would need to go in by the end of the
5 year.

6 One of the things that we had discussed was
7 waiving the fee for the first year. I think
8 everybody was in agreement on that. And the
9 discussion point in regards to the two-year fee
10 that we had last reviewed was \$250, so,
11 effectively, \$125 annually.

12 Did anybody have any other opinions on that,
13 or was everybody comfortable on that for the edits?

14 TRUSTEE ROBINS: No. Again, I agree with the
15 Planning Board, you know, that -- the letter that
16 they sent, and the two issues that they basically
17 brought up. And I agree on the entertainment
18 permit, that there should be a grace period until
19 the beginning of the year to initiate the fees and
20 the application process.

21 MAYOR STUESSI: Yeah. Well, the fees
22 wouldn't go in place until the renewal two years
23 from now.

24 TRUSTEE ROBINS: Renewal, right.

25 MAYOR STUESSI: Yeah.

1 TRUSTEE ROBINS: So we would have that,
2 extended grace period, but it would be -- it would
3 take place immediately, and everybody that
4 currently has a permit would be granted that
5 extension until the first of the year, correct?
6 Until January 1st.

7 MAYOR STUESSI: Well, anybody that currently
8 has live music or D.J.'s, or intends to have it --

9 TRUSTEE ROBINS: Right.

10 MAYOR STUESSI: -- would be able to apply for it.

11 TRUSTEE ROBINS: Right.

12 MAYOR STUESSI: Wouldn't pay the fee this
13 year, would receive a two-year permit, once they've
14 gone in front of Planning --

15 TRUSTEE ROBINS: Right.

16 MAYOR STUESSI: -- for approval, and then the
17 renewal in two years. Assuming they're in good
18 standing, it would be renewed, in which case, they
19 would then pay a fee in two years.

20 TRUSTEE ROBINS: Right, similar to a rental
21 permit, you know.

22 MAYOR STUESSI: Yes.

23 TRUSTEE ROBINS: Correct?

24 MAYOR STUESSI: Yep.

25 TRUSTEE ROBINS: Okay.

1 MAYOR STUESSI: The form will, of course,
2 have to be put together.

3 TRUSTEE ROBINS: Yeah.

4 TRUSTEE BRENNAN: I think those ideas make a
5 lot of sense. It's not intended to be punitive, so
6 we're going to ease everyone to it --

7 MAYOR STUESSI: Uh-huh.

8 TRUSTEE BRENNAN: -- and get everyone to
9 comply, so I think that's logical.

10 I have just a question. When we set a fee,
11 like a fixed fee for \$250, does it stay at that
12 level until some time in the future, when we
13 revisit it, or --

14 TRUSTEE PHILLIPS: We could revisit fees any
15 time we wish to. To be honest with you, I think
16 that we do it -- once we get through Chapter 150, I
17 think we need to take a look at all of our fees,
18 application fees, the fee schedules for those
19 things that we do have the opportunity to look at.
20 And that we have to do by code, so that would be
21 another code changes.

22 The rental permit has been 250 since
23 inception, and 250 for permits. Similar to those,
24 it seems to be a common denominator number, okay?

25 TRUSTEE BRENNAN: Okay. Thank you.

1 TRUSTEE PHILLIPS: Does that make sense?

2 TRUSTEE BRENNAN: Yes. Thank you.

3 TRUSTEE PHILLIPS: Okay.

4 MAYOR STUESSI: Lily, do you have any further
5 comments on it?

6 TRUSTEE DOUGHERTY-JOHNSON: No, I think it
7 all makes sense.

8 MAYOR STUESSI: Any other items up for
9 discussion from anybody now?

10 (No Response)

11 RANDY WADE: Is the public comment period
12 still open?

13 MAYOR STUESSI: We had asked for public
14 comment and nobody stood up, but if you'd like to
15 make a comment, you're welcome to come up to the
16 podium.

17 RANDY WADE: I was just wondering, now that
18 you've had a week to think, if anybody else had
19 concerns about putting tables and chairs out, and
20 it would be okay as long as they left a three-foot
21 clear path, which is really not wide enough.

22 TRUSTEE BRENNAN: Your name?

23 RANDY WADE: Randy Wade, Sixth Street.

24 MAYOR STUESSI: So what is the question?

25 RANDY WADE: Did anybody else have any

1 concerns about narrowing sidewalks to a three-foot
2 clear path, which is in the proposal that it's --
3 you know, as long as the tables and chairs leave a
4 three-foot clear path, and they even said to the
5 curb, which is not how it should be. There should
6 be a six-foot clear path and to -- between, you
7 know, allowing for the furniture zone. Like you
8 wouldn't want people walking around onto the
9 cobblestones that are inland of the curb. That's
10 not what we're seeing --

11 MAYOR STUESSI: The way the Planning Board
12 has been looking at tables and chairs at the edge
13 of the sidewalk is that they can't impinge upon the
14 public property, the sidewalk. And so in buildings
15 where the building is set back from the sidewalk,
16 by example, Alpina, the Planning Board had made a
17 decision to allow seating within that very limited
18 area. I am personally comfortable with the
19 Planning Board in how they reviewed this process as
20 part of their site plan review. Any comments from
21 anybody else on the Board?

22 TRUSTEE DOUGHERTY-JOHNSON: I mean, my
23 understanding was that it's not allowing tables and
24 chairs on public sidewalks --

25 MAYOR STUESSI: Right, of course not.

1 TRUSTEE DOUGHERTY-JOHNSON: -- which is what
2 the Mayor just said. So, yeah, I guess I'm
3 comfortable, also, with --

4 RANDY WADE: But you should know that in most
5 places, they will -- it's a public benefit to have
6 facilities, roads and sidewalks to access one's
7 business. And in exchange for providing that
8 public access, municipalities establish how much of
9 a clear path and right-of-way each business has to
10 provide. And so it's really -- it doesn't matter
11 public, private. The Village has to establish what
12 they want for safe and reasonable access on the
13 sidewalks of the Village.

14 And you could ask the Attorney if he's
15 familiar with this in other places, but three feet
16 is substandard. It's a retail corridor. You can't
17 expect that like if you're going to have a little
18 row of tables and chairs, that people going two
19 directions have to like wait at the beginning for
20 the one stream to pass, and then, you know --

21 MAYOR STUESSI: Well, we have sidewalks that
22 have been there for decades that aren't six feet
23 wide, so --

24 RANDY WADE: So you don't impinge on those
25 with tables and chairs.

1 TRUSTEE DOUGHERTY-JOHNSON: But I think that
2 the issue, too, is like there are some buildings
3 that are going to go right up to the property line.
4 So to say, I mean, like a -- it's a building
5 already, so we can't say we're going to knock that
6 down so we have a larger sidewalk. And it seems
7 unfair to the other people who have -- just haven't
8 built out to say, "You can't use that." I mean, I
9 totally understand what you're saying, Randy, I
10 mean, I --

11 RANDY WADE: You're -- it's a new proposal
12 that you're allowing something to impinge even
13 more. Like, yes, we have old buildings that are on
14 the frontage, and it may be that unless you want to
15 do one of those parklets or something, they're not
16 going to be able to have a table and chairs, or
17 whatever. And I love tables and chairs, but three
18 feet is too narrow.

19 TRUSTEE DOUGHERTY-JOHNSON: I just -- I don't
20 think we're making it less than it already is.

21 RANDY WADE: Three feet is not in --

22 TRUSTEE DOUGHERTY-JOHNSON: I don't think
23 there's anything in the code right now.

24 RANDY WADE: -- the code anywhere that that's
25 acceptable.

1 TRUSTEE DOUGHERTY-JOHNSON: Right. But it's
2 not like we're -- it was six feet and we're saying
3 it should be three.

4 RANDY WADE: I would just take that out of
5 the code, that bullet out of the code. It seems
6 like more research is needed anyway. And so by
7 removing that, you shouldn't have to have a public
8 hearing, but --

9 MAYOR STUESSI: Did you have any other
10 questions?

11 RANDY WADE: Yeah. You said that apartments
12 can't be made into hotel rooms if it means that a
13 year-round tenant is losing their home, but they --
14 as I suggested, they could sell it one year before
15 putting the application in. So I think you should
16 add a timeline on that, if it was a residence
17 within the last five years, say.

18 MAYOR STUESSI: Well, hotels are now
19 conditional within the Commercial District, so it
20 would -- it would take a lot of effort and meet the
21 requirements for the Planning Board to approve a
22 hotel within the Commercial District.

23 RANDY WADE: Okay, that's fine.

24 MAYOR STUESSI: Including the new language
25 which says it would have to be 200 feet away --

1 RANDY WADE: Yeah.

2 MAYOR STUESSI: -- from another hotel, too.

3 RANDY WADE: That makes sense.

4 MAYOR STUESSI: And then there's obviously
5 significant parking requirements for hotels, too.

6 RANDY WADE: Yeah, yeah, yeah. Okay, that's
7 a good point. Thank you. And so please reconsider
8 taking that bullet out, thanks, 3(b).

9 MAYOR STUESSI: Thank you.

10 TRUSTEE BRENNAN: Thank you.

11 MAYOR STUESSI: Mr. Osinski.

12 MICHAEL OSINSKI: Hi. Michael Osinski,
13 307 Flint Street in Greenport. I was a little
14 confused, because the two public hearings were
15 conjoined in this, in the message.

16 So I wanted to speak about the public
17 hearing, the section of the zoning change that's
18 changing a two-family into a park. And we feel
19 that that is -- the park designation really doesn't
20 fit that property. It's a privately owned
21 property, so you would have the only privately
22 owned park in the Village. And, furthermore, the
23 current owners of that piece of property don't
24 allow the public into that property, so to -- it's
25 an extreme stretch of the word "park" to change the

1 designation, that current -- that piece of property
2 owned by the Peconic Land Trust into a park.

3 It's actually -- and I realize that the
4 Village has some future dreams of allowing the
5 public in, or wanting the public in, but, really,
6 that's, at this point, the most -- the best
7 description of what that is, is wishful thinking.
8 The Peconic Land Trust has owned that property for
9 10 years and they've had plenty of time to open the
10 gates and they haven't.

11 It is not a park, and so -- and I don't think
12 the designation, although, you know, R-2 may be --
13 you know, there doesn't appear that there's going
14 to be a house, but there -- so maybe residential
15 doesn't fit, but calling it a park really doesn't
16 fit at all.

17 And if you notice, in the laws of the
18 Village, in a -- in parkland, you can build
19 cell towers, you can build water towers, you can
20 build a sewer plant, you can build a trailer park.
21 So I actually think that the R-2 zoning is much
22 more restrictive, and I think that it should be
23 kept as is.

24 And, you know, when that transfer happened
25 10 years ago, I was on the Board, and my

1 recollection of that event, I mean, the Village
2 Board had nothing to do with it, it was simply a
3 transfer from one private owner, the Mobil
4 Corporation, to the Peconic -- another private
5 entity, the Peconic Land Trust. But we were
6 told -- and the question became, well, you know,
7 why is the Peconic Land Trust involved? You know,
8 I, myself, would have preferred to see it continue
9 to pay taxes and alleviate the tax burden on the
10 Villagers. But if that's not the case, why
11 couldn't it be either, you know, a house or a park?

12 And I was told, you know, not from the
13 Peconic Land Trust, but indirectly through the
14 former Mayor, that -- who was in communication with
15 them, that that land was so polluted that the
16 Peconic Land Trust never wanted to see a house
17 there, nor did they want to see a park there for
18 fear of future liabilities.

19 So, you know, let's get all this -- you know,
20 and there's some talk, though, everybody talks, oh,
21 they were testing. Well, who has the results? Has
22 anybody seen the results? Because I never saw the
23 results, never given to the Board when I was on the
24 Board. So there's been no results furnished or
25 public -- made publicly available of what the

1 quality of the soil. That was a well-known
2 polluted site, massive oil tanks. It is -- you
3 know, to call it a park is only wishful thinking,
4 and I think -- I think it should remain as it is
5 and not be changed. Thank you for your time.

6 MAYOR STUESSI: Thank you. Dinni Gordon,
7 please.

8 DINNI GORDON: Dinni Gordon, 152 Sixth Street.
9 I certainly understand the concerns that Mike has
10 about the park, but I want to present a counter-argument.

11 While the park is not currently available to
12 everybody, the entire public, it is used for visits
13 by school children. There's a sort of regular
14 Fifth Grade visit in the Fall. It has been cleaned
15 up on the surface, I'm not talking about the issue
16 that Mike is concerned with, but invasive plantings
17 have been removed. A great deal of work has been
18 done to make it a beautiful place. And I think it
19 would be good for the Board to push the Peconic
20 Land Trust a little bit on making it more publicly
21 available.

22 There was originally a plan for a kiosk and a
23 kind of -- not really a trail, because they want it
24 to be less active than that, but a kiosk with
25 information about all the things that are possible

1 that are sources of nature interest in the park.
2 So I think there are many ways in which it does
3 comply with a standard park definition, and it's
4 also a beautiful little corner.

5 I was on the original committee for the
6 Peconic Land Trust, not for the Village, with
7 Joe Townsend, and I don't know anybody in Greenport
8 who would have been more concerned about
9 contamination than Joe Townsend. He's not here
10 anymore, so we can't talk to him about it. But the
11 committee was -- believed that the work that needed
12 to be done had been done. We did not receive the
13 technical results of the studies, but we did
14 receive a description of what had been done, and
15 why it seemed persuasive.

16 So I think, again, if the Board wanted to
17 push the Peconic Land Trust a little bit, I think
18 that would be productive and I would be willing to
19 help with that. I just think it's a beautiful
20 spot. It has lots of possibilities to be a
21 resource for Greenport, for everybody. Thank you.
22 Thank you.

23 MAYOR STUESSI: Thank you, Ms. Gordon. Is
24 there anybody else who would like to speak?

25 MARY YOURCH: I'm Mary Yourch, 15 Stirling

1 Cove, Greenport. I had expected today would be the
2 vote on our permit for our basin repair, and I
3 don't see it on the -- on the --

4 MAYOR STUESSI: We voted on it last week.

5 TRUSTEE PHILLIPS: We voted on it last week.

6 TRUSTEE ROBINS: It was approved.

7 MAYOR STUESSI: It's approved.

8 MARY YOURCH: And I missed it?

9 MAYOR STUESSI: You missed it.

10 (Laughter)

11 MAYOR STUESSI: We were concerned about you
12 not feeling well and didn't want to burden you
13 anymore.

14 MARY YOURCH: Oh, okay. Thank you very much.
15 It was a yes?

16 MAYOR STUESSI: Yes, it was.

17 (Laughter)

18 MARY YOURCH: Yes. Thank you.

19 MAYOR STUESSI: The First and South has a
20 glass of champagne waiting for you.

21 (Laughter)

22 MAYOR STUESSI: Is there anybody else who
23 would like to speak on the zoning map and Chapter 150
24 this evening?

25 (No Response)

1 MAYOR STUESSI: Any other comments from the
2 Board?

3 BRIDGET ELKIN: Oh, sorry.

4 MAYOR STUESSI: Ms. Elkin.

5 BRIDGET ELKIN: Hi. Bridget Elkin, 135 Bay
6 Street. I might have missed this. I was late, so
7 somebody might have asked this already. But I just
8 want to get a clarification, because I know
9 originally the plan was to update the LWRP and then
10 make zoning changes, and I just want to understand
11 why that changed, why that plan changed.

12 MAYOR STUESSI: So Suffolk County had made a
13 recommendation to bifurcate the moratorium from the
14 LWRP and focus on the code changes, so this Board
15 adopted the recommendation by Suffolk County to
16 focus on all of the code changes and get those
17 passed. But, at the same time, the work on the
18 LWRP has continued to progress, and that committee
19 has still been meeting, and then the updated code
20 changes would be part of the LWRP, along with --

21 BRIDGET ELKIN: And what was their reasoning
22 for that suggestion?

23 MAYOR STUESSI: The County's concern was the
24 potential amount of time that the Village might be
25 under a moratorium if we waited for the full

1 adoption of an LWRP, because of the process with
2 the State.

3 BRIDGET ELKIN: Okay. And so are these
4 zoning changes, then, I guess, going back to the
5 Planning Commission before they're adopted?

6 TRUSTEE PHILLIPS: They've already been.

7 MAYOR STUESSI: They've been to the Planning
8 Commission.

9 BRIDGET ELKIN: Oh, these, that we're
10 reviewing now?

11 MAYOR STUESSI: Yes.

12 BRIDGET ELKIN: Okay.

13 TRUSTEE PHILLIPS: And the decision, Bridget,
14 was it's a local determination. Suffolk County
15 Planning gave us a determination that this is --
16 it's in our jurisdiction, that they're allowing us
17 to continue.

18 BRIDGET ELKIN: Yeah. Yeah, I just think
19 it's hard. I think that it's -- when we are
20 reading the Zoning Code, like you guys sat on
21 committees and did this, and that was great, and I
22 totally appreciate all that work, but I think there
23 was -- it's sort of hard to understand the
24 intention of some of these zoning changes, and we
25 don't have that LWRP as a guide to reference. And

1 I -- I just -- I guess my other question would be
2 do you think that we will be under -- do you think
3 that opens us up to maybe some legal pressure that
4 we didn't go that route, that we didn't update that
5 plan before we made these zoning changes or --

6 MAYOR STUESSI: We've been in an exhaustive
7 review of everything.

8 BRIDGET ELKIN: Yeah.

9 MAYOR STUESSI: And have reviewed with
10 Counsel, with the County as well, and the Village
11 feels that we're in a very comfortable position.

12 BRIDGET ELKIN: Okay. And you guys -- and
13 you guys, do you feel like you've -- and don't get
14 me wrong here. I feel like the intension has
15 been -- you guys have been so well intentioned with
16 all of this, but I feel that -- you know, you
17 mentioned you did a survey, but like the survey
18 was -- like could have been filled out by anyone.
19 I mean, my sister in Dallas filled out the survey,
20 so it was like not -- I guess what I'm trying to
21 say is I feel like you did the Vision of Greenport
22 meetings, and you put this code together, but I
23 don't know if it was like the most earnest effort
24 in getting community involvement.

25 I feel like the meetings were not on the

1 website, they should have been, you know, all of
2 those meetings. And I feel like if there is, that
3 someone's going to sue the Village, they're
4 definitely going to call that out. If we had all
5 of these code meetings and all of these committee
6 meetings, and if you didn't call the Village and
7 ask that they were happening, you wouldn't have
8 known they were happening.

9 So I feel like it's just my -- again, I think
10 it was really well intentioned, but for me, as a
11 resident, and I've been here now nine years, and
12 I've seen how we will have three public hearings to
13 change like one of these changes that you're
14 changing in the code, and we'll like give people
15 time to make their voice heard. And I feel like a
16 lot of people in the Village don't really even know
17 that all this is happening. I think a lot of
18 people are going to be surprised to see all of
19 these zoning changes passed, to be frank.

20 And, you know, we sent out a letter about the
21 rental code to everyone in town. Why not send out
22 a letter about this to everyone in town, that we're
23 changing, you know, 50% of the zoning law? It just
24 feels like we're kind of pushing it through. It's
25 just my -- my honest take.

1 But, again, I don't think that the intention
2 is mal-intent, but I do feel that it feels a little
3 rushed. And I think there -- as I'm talking to a
4 lot of people in the community about it, a lot of
5 people don't know that it's happening. So I just
6 thought I would mention that. Thank you.

7 TRUSTEE PHILLIPS: Bridget, I'm sorry, I have
8 to make a comment.

9 BRIDGET ELKIN: Yeah.

10 TRUSTEE PHILLIPS: Please.

11 BRIDGET ELKIN: Yeah.

12 TRUSTEE PHILLIPS: There's two things. When
13 this first started, your husband was assigned to
14 one of the committees --

15 BRIDGET ELKIN: Yeah.

16 TRUSTEE PHILLIPS: -- and was very well aware
17 of what was going on, number one. Number two,
18 everyone that I have ever spoken to, we've been
19 aware that there's been meetings going on every
20 Wednesday at the Schoolhouse. Quite a few people
21 have shown up to it. This has been on the website,
22 all of this information has. I do believe that any
23 property owner that is getting a code change has
24 received a letter; is that my understanding?

25 MAYOR STUESSI: Yes, that's correct, they

1 were sent out from the Village.

2 TRUSTEE PHILLIPS: They have sent this, so
3 the people who are majorly affected have been made
4 aware of it.

5 BRIDGET ELKIN: I don't think neighbors have
6 gotten letters. Well, I'll let you finish and the
7 I'll -- go ahead.

8 TRUSTEE PHILLIPS: I mean, the communication
9 has been tried to get out to everyone. I can't
10 help -- I personally do the best I can to
11 communicate as a Trustee. I'm sure everyone else
12 here has tried to communicate every -- as well,
13 okay? We're all busy in the summertime. Some
14 people, it's a constant, you know, "I didn't know,"
15 "I didn't know." But I'll be honest with you, we
16 did very much a lot of communicating. There was a
17 Communication Committee that tried very hard to get
18 the word out.

19 So I'm kind of taking exception a little bit
20 to what you're saying, okay? I have heard it
21 years, and years, and years here, being a Trustee.
22 And I'll be honest with you, I have -- one thing I
23 well tell you, is if there's something important in
24 this Village, this room will be filled, okay? So
25 sometimes it's the responsibility of the residents

1 to kind of take an interest and appear at the
2 Board meetings.

3 And we have the videos, so that you can go
4 back to them and review it. You have the
5 opportunity to comment to any one of us. So I
6 understand where you're coming from, it's been a
7 busy summer. This has been moving along, but it
8 has not been without a lot of thought from all of us.

9 BRIDGET ELKIN: That's totally fair. And I'm
10 not trying to take that way. Again, I think the
11 intent has been great, I think the Vision of
12 meeting -- the Vision meetings were great. I think
13 that they were sort of put out there as being
14 getting community input. But for me, I only
15 attended one of them, I couldn't attend the other.
16 It was really more of a PowerPoint of what you
17 guys, or, I guess, the community felt was wanted or
18 needed, and then like at the end some questions and
19 answers. It wasn't really, I didn't feel, like a
20 community, you know, input session.

21 And the survey, I'm sorry, like the survey,
22 to even mention the zoning, it's a little silly.
23 Anyone could have filled out that survey anywhere.
24 They didn't ask for an address, they didn't ask for
25 a name. They didn't -- you know, you can --

1 literally, my sister in Dallas filled it out. Like
2 that's not -- that's not data that should be going
3 into the -- this, this zoning code.

4 And so what I'm hearing a lot is the
5 community wants, the community wants. And I just
6 think that while the effort has been made, it has
7 been like 60 days since this -- these committees
8 started. And, yes, I'll let Eric speak to the
9 committee he was on, but that was in -- with the
10 prior administration. And I think that those
11 meetings should have been on the website; they
12 weren't. You should -- like unless you went to the
13 Vision of Greenport meeting, you didn't know they
14 were happening, and I don't think that's
15 appropriate, honestly. I think that they should be
16 very clear. And, honestly, they probably should
17 have been in the newspaper, too, as a legal notice
18 that they were happening.

19 AUDIENCE MEMBER: They were.

20 BRIDGET ELKIN: They were?

21 TRUSTEE PHILLIPS: Yes.

22 AUDIENCE MEMBER: Yeah, they were.

23 BRIDGET ELKIN: But they weren't on the
24 website. All of those -- all of those meetings,
25 okay, I stand corrected. All of those meetings

1 were in the paper, the code meetings at the
2 Schoolhouse?

3 TRUSTEE PHILLIPS: The activity that was
4 going on with this has been going on since -- and
5 it doesn't matter which administration, because the
6 Code Committee started in one administration and
7 kept on going.

8 BRIDGET ELKIN: I know, but sorry, that
9 the -- so any committee that met, all of those were
10 in the paper?

11 TRUSTEE PHILLIPS: They were mentioned in the
12 paper, they've been mentioned at Board meetings.
13 We've been mentioning it all over the place,
14 Bridget. I'm --

15 BRIDGET ELKIN: I know, but I just feel like
16 it could be on the calendar, that's all. Like --

17 TRUSTEE DOUGHERTY-JOHNSON: Can I interject?
18 As the communication person, I totally hear you,
19 and I don't think that's incorrect. I also
20 think -- and I hear you about the survey, too. We
21 thought it was really important for it to be
22 anonymous, because I think, otherwise, I don't
23 think you get as accurate.

24 And I hear you, that people, other, you
25 know -- so it's not like hard data that I don't

1 think went back to the Code Committee as like we're
2 going to listen to every single thing.

3 BRIDGET ELKIN: Yeah.

4 TRUSTEE DOUGHERTY-JOHNSON: It was just a way
5 to get some input, which is imperfect, for sure. I
6 also think, and I hear you about the LWRP, but I
7 think like that it would have taken a really long
8 time. And I do think even the draft LWRP, which I
9 know is old and we do want to update, did inform
10 the Code Committee, and I think a lot of that has
11 been -- like there's been building community
12 support --

13 BRIDGET ELKIN: Yeah.

14 TRUSTEE DOUGHERTY-JOHNSON: -- and like
15 ideas, and, of course, we're not getting it
16 perfect.

17 BRIDGET ELKIN: Listen, you guys made an
18 effort. I'm not saying there was no effort. I'm
19 not saying that you're doing it on purpose. I'm
20 just saying that this is a lot of change in one
21 zoning chapter, you're changing over 50% of it.
22 And so I think that it can't hurt to send out a
23 letter to everyone to let them know, when we did it
24 for a rental law. Why not do it for -- when we're
25 changing 50% of the zoning code?

1 So I'm not saying that you made no effort,
2 Mary Beth, and I don't want that to be the -- you
3 guys have made a tremendous effort and given up a
4 lot of your summer to do this, I totally understand
5 that, but, at the same time, it is a lot change.
6 And four people that spoke last week were -- I --
7 they not know about it until I told them two days
8 prior. So, yes, some of that's a resident thing,
9 they need to be looking on the website and engaging
10 in their community. But, when you're making change
11 that is this big, I think you could have made a
12 little bit more of an effort to make sure people
13 know what's really going on.

14 I actually thought that attendance was kind
15 of light week, again, as I've been here. I've --
16 for the -- when we changed the rental code, the
17 speed limit, all these things, we had at least 50
18 more -- percent more people in this room than last
19 week. I was pretty surprised. And tonight there's
20 not really that many people. So I think that there
21 is a cohort of people in this Village that, maybe
22 fault of their own, don't understand how much of
23 the zoning code we're changing, that's all.

24 TRUSTEE PHILLIPS: But the -- okay. But the
25 Zoning Code is dealing with three zones, Waterfront

1 Commercial, Commercial Retail, and the General
2 Commercial Zone. The BID has been made very aware
3 of what's going on, they've been very engaged in
4 the last couple of weeks, and they're the ones that
5 are really most affected by it. If you read the
6 code, it has nothing to do with residential, it has
7 all to do with those three zones.

8 BRIDGET ELKIN: It doesn't, but we are
9 totally -- what makes our Village the Village is
10 the balance between residential and commercial, so
11 there's definitely -- it's definitely related. I
12 mean, as residents, we need know what's being
13 changed in the Commercial Zone. We all live --
14 some of us live 50 feet away from it. So it's, you
15 know --

16 TRUSTEE PHILLIPS: And I think if you --
17 okay. I hear what you're saying, Bridget. I have
18 been for years, since I was first elected, pushing
19 to get more information on the website.

20 BRIDGET ELKIN: Yeah.

21 TRUSTEE PHILLIPS: Hopefully, this
22 administration is a little more likely to hear --

23 MAYOR STUESSI: We had to take down things --

24 TRUSTEE PHILLIPS: Yes.

25 MAYOR STUESSI: -- in order to put more up

1 yesterday.

2 TRUSTEE PHILLIPS: Were up --

3 BRIDGET ELKIN: Yeah.

4 TRUSTEE PHILLIPS: -- yes, yesterday, so --
5 but I will say that I do agree with Lily, and I
6 think if anybody looks at our original LWRP back in
7 1988, and then the revision that was in 1996, and
8 then you look at the draft that's right now,
9 there's not much that has changed within those
10 three districts --

11 BRIDGET ELKIN: That's --

12 TRUSTEE PHILLIPS: -- as to what the
13 community desired.

14 BRIDGET ELKIN: That's totally fair. I
15 think -- I guess my point is there's a lot of
16 sensible and logical -- most of the code, I think,
17 like 80% of it is sensible and logical, I really
18 do. I think you guys did a great job. My issue is
19 that I -- I feel like we're going to be under
20 immense legal pressure from some of -- the way that
21 some of this was rolled out. And I think I just
22 keep hearing when some sensible changes have
23 been -- you know, whether it's parking, or changing
24 something from 10% to 30%, sensible little changes,
25 what I'm hearing back is we're not going to do that

1 before we lift this moratorium, we'll change it
2 later. And then we're -- and it just seems like
3 that's something -- that's the process, because
4 we're going to be having all these public hearings
5 to change little things in that that code, when
6 maybe it isn't totally, totally ready, but --

7 TRUSTEE PHILLIPS: I --

8 MAYOR STUESSI: So this is the second public
9 hearing that we've had on this. It was within the
10 work session a month ago as well. There was a very
11 nice chart that was put up regarding it, and then,
12 of course, there were the Visioning meetings you
13 mentioned, and it's been discussed at many
14 meetings. This Board has had more special
15 scheduled meetings in the first four months than I
16 think the Board had had in two years prior, so
17 there's definitely been effort.

18 BRIDGET ELKIN: Uh-huh.

19 MAYOR STUESSI: We're always learning, we
20 hear that, and Lilly acknowledged that. We haven't
21 yet closed the public hearing.

22 BRIDGET ELKIN: Uh-huh.

23 MAYOR STUESSI: If anybody else wants to
24 speak, we're going to be, you know, making a motion
25 in a few moments. But the goal is to get input and

1 bring it in. We've been listening to people.

2 BRIDGET ELKIN: Yeah.

3 MAYOR STUESSI: We had a -- we've had a lot
4 of input from the business community as well, we've
5 been listening to that, and there are tweaks and
6 changes that are being made as part of some of that
7 feedback the Board has heard.

8 BRIDGET ELKIN: Okay. All right. Well,
9 thank you all for your time.

10 MAYOR STUESSI: Yes, please.

11 ELIZABETH TALERMAN: Elizabeth Talerman,
12 304 Sterling Place. I am also on the Planning
13 Board. And I was also on the Communications
14 Committee.

15 I am really grateful for all the work you've
16 done on the code. And I think I may have mentioned
17 it last week, specifically the definitions, which
18 will take some of the subjectivity and judgment out
19 of Planning Board decisions, so that we can do it
20 based on the facts, and based on the past -- the
21 code that ultimately is passed.

22 I do want to speak to communications. The
23 planning of the Vision for Greenport meetings, the
24 investment by the town in putting small postcards
25 in almost every merchant in this town to call

1 people to action, the banners across the street
2 with the date. And then, within those meetings,
3 making sure at least 25% of the time was set aside
4 for community Q and A. And also making sure that
5 when every Committee Head, the Zoning, the
6 Way-Finding stood up to say their piece, we noted
7 the dates and times of those committee meetings, in
8 both Vision for Greenport meetings, in order to try
9 to establish community engagement and involvement.
10 Could we have a better Village website? We sure
11 could, and I'm excited to continue to try to use
12 whatever resources I have at my disposal to support
13 that.

14 I also want to talk about the survey. Lily
15 said it very well. My business is market research,
16 and that survey was designed specifically to be
17 anonymous. Why someone in Dallas would fill it
18 out, I have no idea. The data that we collected
19 was directional only, and very consistent,
20 literally, from the time we had 10 responses to the
21 time we closed it out 2 1/2 weeks later at 275
22 responses.

23 So that survey design, again, was incredibly
24 intentional, because asking people to put their
25 name with their opinions typically suppresses

1 results, and also can create other biases in the
2 data.

3 We can do surveys only to our own community,
4 but people will have to identify themselves, and
5 I'm happy to go on ad infinitum at another time on
6 what that can do to survey results. So I feel like
7 it's really important to say yes, I think we can
8 get better with communications, but I also think
9 it's very important for residents to take an
10 interest and participate in these meetings by
11 coming, by looking at the video. And everybody,
12 every Trustee's email is on the website, and to use
13 that in order to satisfy getting answers to
14 questions they have. Thank you.

15 MAYOR STUESSI: Thank you. Anybody else from
16 the public like to speak?

17 (No Response)

18 MAYOR STUESSI: Nancy, did you have a moment
19 to introduce yourself? I think it's important
20 you're here. I want to wish Nancy, who is the
21 owner of Blue Duck Bakery, and the newly elected
22 President of the Business Improvement District, the
23 Village is really excited to be working with you
24 and the new Board, and know there is much we can do
25 together. It's been great to see the participation

1 by you and other BID members in our -- in our
2 meetings.

3 NANCY KOURIS: Well, thank you. You just
4 took my speech away from me, but --

5 (Laughter)

6 NANCY KOURIS: -- I will repeat it. My name
7 is Nancy Kouris. I am owner with my husband at
8 The Blue Duck Bakery. The Blue Duck was hatched in
9 1999 in Southampton. In 2008, we moved our
10 facilities to Southold. And in 2013, we came to
11 Greenport, so we just celebrated our 10 years in
12 July in Greenport, and we're very happy to be here.

13 My husband and I are entrepreneurs from the
14 beginning. We've had more than four businesses.
15 Some have been very successful, such as the Blue
16 Duck, and some of them have failed miserably, so we
17 kind of know what it's like to own businesses.

18 My major career before the bakery, and
19 actually during the bakery, is fitness. I was a
20 personal trainer, a fitness instructor, and I also
21 was managing partner of Planet Fitness in
22 Hampton Bays, Riverhead and Rocky Point. I've
23 spent 16 years on the Hampton Bays Chamber of
24 Commerce as a Board Member, seven years on the
25 Riverhead BID as a Secretary, and the

1 Vice President, and I'm now serving my fourth year
2 in Greenport BID, now as President. A little bit
3 surprising to me, but here I am.

4 (Laughter)

5 NANCY KOURIS: My goal as President is to
6 grow and maintain a vibrant downtown village and a
7 vibrant community, where residents and visitors
8 alike can enjoy spending their time and their
9 money.

10 I look forward to working with the Mayor, the
11 Village, the Board of Trustees on common goals of
12 vibrancy for downtown, and creating a rich
13 environment of economic success and community
14 enrichment. We, of course, want to do everything
15 to include the community. A vibrant downtown is a
16 vibrant community.

17 So we are thrilled to be able to be working
18 with this administration, and you could find me at
19 the bakery in the back making sandwiches any time
20 you need me.

21 (Laughter)

22 NANCY KOURIS: Anyway, thank you very much
23 for your time. Thank you, Mayor, Board of
24 Trustees, thank you for the time. Thank you.

25 MAYOR STUESSI: Thank you. No, it's --

1 (Applause)

2 MAYOR STUESSI: It's been really wonderful to
3 see the leadership within the Business Improvement
4 District. They did their annual meeting recently
5 at Green Hill Kitchen, which was well attended.
6 I've now sat in each month's Business Improvement
7 District meeting since April. Together with that,
8 I am the Liaison, together with Mr. Pallas, on the
9 Government Action Committee that works with the
10 BID. And we're filtering information to our Board,
11 and then the BID Board is filtering it out to their
12 membership as well.

13 One of the things that I want to compliment
14 Nancy on is on really clear communication. They
15 are noticing all of their members on important
16 items like this, and it's been seen, because
17 they've been showing up to meetings, so that's been
18 wonderful to see.

19 With that, if there is no other public
20 comments regarding this, I would like to make a
21 motion to the Board to extend the public hearing to
22 Tuesday, September 5th, at 6 p.m., here in the
23 Firehouse. May I have a second, please?

24 TRUSTEE PHILLIPS: Second.

25 MAYOR STUESSI: All in favor?

1 TRUSTEE ROBINS: Aye.

2 TRUSTEE BRENNAN: Aye.

3 TRUSTEE PHILLIPS: Aye.

4 TRUSTEE DOUGHERTY-JOHNSON: Aye.

5 MAYOR STUESSI: Aye.

6 The motion carries.

7 With that, I will make a motion to open the
8 public hearing regarding the *Wetlands Permit*
9 *Application submitted by Kate Rummel, Agent on*
10 *behalf of 67 Sound Cheshire LP for the property at*
11 *520 Madison Avenue, Greenport, New York, 11944.*
12 May I have a second, please?

13 TRUSTEE DOUGHERTY-JOHNSON: Second.

14 MAYOR STUESSI: All in favor?

15 TRUSTEE ROBINS: Aye.

16 TRUSTEE BRENNAN: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE DOUGHERTY-JOHNSON: Aye.

19 MAYOR STUESSI: Aye.

20 The motion -- pardon me. *The public hearing*
21 *is regarding the renovation of an existing house,*
22 *add two 1-story additions, install inground*
23 *swimming pool, outdoor shower, gravel driveway and*
24 *walkway, as well as an ecological restoration*
25 *wetland buffer. +/- 144 cubic yards of fill, which*

1 *will be excavated. Excavated material will be*
2 *graded on site. The public hearing was left open*
3 *for further comments until the Village of Greenport*
4 *receives a copy of the Southold Town Trustees'*
5 *report.*

6 That Trustee report was received and shared
7 with the Village Trustees. Are there any comments
8 from the Village Trustees?

9 (No Response)

10 MAYOR STUESSI: Do I need to do the SEQRA
11 now, or should I do it --

12 ATTORNEY STOLAR: You can do it after you
13 finish the hearing.

14 MAYOR STUESSI: Okay, great.

15 TRUSTEE BRENNAN: I needed some clarification.
16 This property is -- the address is 520 Madison.
17 And I believe the minutes that we received from the
18 Town of Southold Trustees is discussing 520 Madison
19 as well, and I just wanted to be clear about -- is
20 it in two jurisdictions, this project?

21 ADMINISTRATOR PALLAS: No, the -- I don't
22 know why they refer to it as 520. The tax map that
23 they referred to in their minutes is a Southold Tax
24 Map number. What we have is 520 Madison.
25 My guess, it's only a guess, that there -- the

1 parcel that was in Southold's jurisdiction has no
2 building on it. So they may just be referring to
3 the address next door, which is owned by the same
4 person or the same entity, which is 520. But the
5 property that was before you for wetlands permit is
6 a -- is a different parcel than is in the Southold
7 minutes, literally next door.

8 TRUSTEE BRENNAN: So does the Suffolk County
9 Tax Map number that they're using, 1000-42-1-1,
10 does that correspond with the empty lot?

11 ADMINISTRATOR PALLAS: Correct, yes.

12 TRUSTEE BRENNAN: It does. And what's the
13 purpose of us considering the Trustees' interest in
14 this, since it's the adjacent parcel?

15 ADMINISTRATOR PALLAS: That was a Board
16 decision, I had nothing --

17 TRUSTEE BRENNAN: Is it standard practice?

18 TRUSTEE PHILLIPS: I believe that there was
19 questions about where does our sewer line go
20 through there. Isn't there a sewer line that goes
21 back there, somewhere in the wetlands?

22 ADMINISTRATOR PALLAS: It's in the -- where
23 the -- where the property is, I don't -- I believe
24 that the question, if I recall correctly, was --
25 had to do with what the Southold Trustees were

1 requiring the owner to do. I think that was the
2 issue, it wasn't necessarily related to the sewer
3 line.

4 TRUSTEE PHILLIPS: Well --

5 TRUSTEE DOUGHERTY-JOHNSON: Yeah, as I
6 remember --

7 TRUSTEE PHILLIPS: Okay.

8 TRUSTEE DOUGHERTY-JOHNSON: -- it was about
9 them wanting the house to be moved farther up and
10 farther from the wetlands. And since that was also
11 an issue with this property, we thought that it
12 would be worth seeing what they thought --

13 TRUSTEE PHILLIPS: Right.

14 TRUSTEE DOUGHERTY-JOHNSON: -- because
15 they're right next to each other. And, I mean, not
16 that we should do everything that Southold does,
17 but I think it's worth seeing what they're doing.

18 TRUSTEE PHILLIPS: Right, because Southold,
19 if I was reading it correctly, and maybe the
20 applicant can explain it further, they moved --
21 they moved the house, what was it -- Paul, what was
22 it? They moved the house from the wetlands?

23 ADMINISTRATOR PALLAS: I'm sorry, the
24 Southold --

25 TRUSTEE PHILLIPS: Yeah, the Southold one,

1 they moved something on the property.

2 ADMINISTRATOR PALLAS: Yeah, they moved it
3 further -- I think they moved it further -- closer
4 to the street.

5 TRUSTEE PHILLIPS: Yeah.

6 ADMINISTRATOR PALLAS: If I remember
7 correctly, a little bit further away from the
8 wetlands, but there's no house there now. The
9 property that's in our jurisdiction, the house
10 exists.

11 TRUSTEE PHILLIPS: Right.

12 ADMINISTRATOR PALLAS: So it's --

13 TRUSTEE DOUGHERTY-JOHNSON: But I think there
14 is an issue of some of the -- I think it's the pool
15 fence does go a little bit closer to the wetlands --

16 TRUSTEE PHILLIPS: Than it originally --

17 TRUSTEE DOUGHERTY-JOHNSON: -- than it would
18 be normally allowed, and that was -- that was my
19 understanding. And I thought that Trustee Gillooly's
20 comments in the minutes were relevant, and I agreed
21 with it, just about precedent, and also just not
22 necessarily -- I don't think that there's a need to
23 build closer to wetlands always. I mean, I think
24 we should try to keep things as far away and as
25 ecologically sound without -- there doesn't seem to

1 be a pressing need. That would be my -- my point
2 of view.

3 TRUSTEE PHILLIPS: They were talking about an
4 ecological buffer. I think That's what they were
5 discussing. Is that with the fence?

6 TRUSTEE DOUGHERTY-JOHNSON: I think that was
7 native plantings, which I totally support and agree
8 with. But I also think -- I mean, a lot of these
9 things, we're allowing something that's not --
10 we're not necessarily allowing maintenance. Like
11 we don't know what can happen in the future. You
12 could plant things and you can get rid of
13 invasives.

14 MAYOR STUESSI: Is the applicant here this
15 evening? If you'd like to approach the podium,
16 please.

17 TRUSTEE DOUGHERTY-JOHNSON: But, also, if
18 you're building things, it may -- that stays for a
19 long time, too.

20 MARC RISHE: Good evening. Marc Rische,
21 315 Sutton Place. I could answer any specific
22 questions the Board may have.

23 TRUSTEE BRENNAN: Marc, last time that you
24 were here before us, we were speaking about the
25 location of the pool, and there was some discussion

1 about whether the pool was going to be moved
2 further or closer from the house. Has that been
3 resolved? Is that finalized in your understanding?

4 MARC RISHE: Just you're speaking about the
5 Greenport lot in question here?

6 TRUSTEE BRENNAN: I'm talking about 520 Madison.

7 MARC RISHE: 520 Madison?

8 TRUSTEE BRENNAN: Yes.

9 MARC RISHE: Yes, it's been resolved.

10 TRUSTEE BRENNAN: And do you have an updated
11 drawing or something?

12 MARC RISHE: There's a -- there is an updated
13 drawing that's been submitted to the Zoning Board,
14 and the only change is that the pool has actually
15 been reduced by two feet to put it 10 feet away
16 from the house. So none of the -- none of the
17 distances from the wetlands have changed.

18 TRUSTEE PHILLIPS: Just I want to be clear.
19 Are you still before Zoning Board, Marc, or are
20 you --

21 MARC RISHE: Correct. The public hearing is
22 in --

23 TRUSTEE PHILLIPS: Okay.

24 MARC RISHE: On September 19th.

25 TRUSTEE PHILLIPS: That's what I wanted to know.

1 MARC RISHE: Yeah.

2 TRUSTEE PHILLIPS: So you're still in the
3 stage of the Zoning Board. Okay.

4 MARC RISHE: That's correct.

5 TRUSTEE PHILLIPS: Okay. All right.

6 TRUSTEE ROBINS: So you actually reduced the
7 overall size of the pool, the total perimeter?

8 MARC RISHE: Correct.

9 TRUSTEE ROBINS: Both sides?

10 MARC RISHE: That's correct.

11 TRUSTEE ROBINS: Okay.

12 TRUSTEE BRENNAN: It was proposed as 16-by-32.
13 Is it now 14-by-32?

14 MARC RISHE: Yes, that's my belief. I don't
15 have it directly in front of me, but correct.

16 TRUSTEE BRENNAN: And since you were last
17 here, there's been -- last here, there's been no
18 other changes as far as the location of the fence,
19 or equipment, the house?

20 MARC RISHE: No.

21 TRUSTEE BRENNAN: Okay.

22 MARC RISHE: No changes.

23 TRUSTEE BRENNAN: Okay. Thank you.

24 MARC RISHE: Would you like me to clarify the
25 fence that was referred to? There's a --

1 TRUSTEE DOUGHERTY-JOHNSON: Sure.

2 MARC RISHE: So the Southold Trustees -- both
3 properties about the wetlands to the north side.

4 MAYOR STUESSI: Yes.

5 MARC RISHE: We're proposing a 30-foot-wide
6 ecological restoration zone, so, basically,
7 removing invasive species and replanting with
8 native vegetation, and this carries across both
9 properties.

10 What the Trustees had asked for was to
11 essentially bifurcate that 30-foot buffer zone and
12 put a -- put a split rail fence there, so people
13 would know that it's a nondisturbance zone. I
14 don't -- I don't think that there's any specific
15 rationale, other than that's -- that's what they
16 had requested. There wasn't any -- the question
17 wasn't about the pool fence or anything like that.

18 TRUSTEE PHILLIPS: Make a visual perception.

19 MAYOR STUESSI: Did anybody on the Board have
20 any further questions for the gentleman?
21 Otherwise, I'd like to invite Mr. Saladino from the
22 Conservation Advisory Committee up.

23 TRUSTEE BRENNAN: I had more questions. So
24 on the -- not on 520, but on the adjacent property
25 that you were just speaking of, there was a -- you

1 had proposed a 30-foot ecological restoration zone.
2 The Southold Town Trustees asked you to split that
3 into two areas, each 15 feet.

4 MARC RISHE: That's correct.

5 TRUSTEE BRENNAN: Separated by a fence. They
6 described one as a vegetated non-turf -- non-turf
7 buffer, and the other one as a vegetated non-turf
8 buffer as well, right?

9 MARC RISHE: I think it's a non -- it's
10 called a nondisturbance buffer.

11 TRUSTEE BRENNAN: Nondisturbance buffer.

12 MARC RISHE: Right.

13 TRUSTEE BRENNAN: They also discussed another
14 buffer 15 feet wide by 94 feet long on the east
15 side of the property; is that happening?

16 MARC RISHE: Yes.

17 TRUSTEE BRENNAN: So will that be between
18 these, your two properties?

19 MARC RISHE: No, that's on the -- that is on
20 the west side of both properties. So the Southold
21 property has wetlands that sort of wrap around it,
22 whereas the Greenport property is -- has a house
23 on -- not a house, I'm sorry, a lot on each side,
24 and wetlands on the north side only.

25 TRUSTEE BRENNAN: So when they referred to

1 the east property line, they were actually
2 referring to the west property line; is that what
3 you're saying? Because they didn't -- the minutes
4 say east.

5 MARC RISHE: That's correct. There's no
6 wetlands on the east side of that property,
7 correct.

8 TRUSTEE BRENNAN: It's just a mistake.

9 MARC RISHE: I believe so, yes.

10 TRUSTEE BRENNAN: I don't have any other
11 questions. Thank you.

12 MAYOR STUESSI: Anybody else from the Board
13 before Mr. Saladino speaks?

14 TRUSTEE DOUGHERTY-JOHNSON: I did have one
15 question. I know we had talked about a saltwater
16 pool had been suggested. Did you make a decision
17 about that or --

18 MARC RISHE: That's currently the intent. We
19 haven't -- we haven't finalized any of the plans
20 for obvious reasons, but that would be -- that
21 would be the vinyl saltwater pool.

22 MAYOR STUESSI: Thank you, sir. Mr. Saladino?

23 JOHN SALADINO: John Saladino, Sixth Street.
24 As a point of information, I'm a member of the
25 Conservation Advisory Council, also a member of the

1 Zoning Board. So we have this application in front
2 of the Zoning Board, so I won't make any reference
3 to the property at 524? 520 on the map. The
4 property that resides in the Village of Greenport,
5 I won't talk about it at all.

6 When the Conservation Advisory Council went
7 for the site inspection for the property on Madison
8 in the Village of Greenport, we saw the notice, the
9 public notice for the Trustees at the adjacent
10 property. And just as an offhand remark, we
11 asked -- we asked the applicant, "What did the
12 Trustees have to say?" And he had told us, and I
13 kind of think I'm getting it right, because it
14 didn't make sense, that their request was to move
15 the house closer to the wetlands, 5 feet. Can I --
16 can I -- 5 feet? Five feet closer to the wetlands?

17 MARC RISHE: No.

18 JOHN SALADINO: Move it back from street?

19 MARC RISHE: No.

20 JOHN SALADINO: Anyway --

21 MARC RISHE: It was closer to the street, not
22 closer to the wetlands.

23 JOHN SALADINO: Closer?

24 MARC RISHE: The Trustees had asked to
25 move -- had asked to explore moving the house

1 10 feet closer to the street.

2 JOHN SALADINO: So to reduce -- that was
3 what -- what triggered the --

4 MARC RISHE: To increase the setback from the
5 wetlands, right.

6 JOHN SALADINO: To violate the setback, they
7 were asking to move the house closer to the street
8 for less of a front yard setback. We just kind of
9 thought -- we weren't sure why they would ask that.

10 When we made our recommendations to the
11 Board -- I'm not sure if we even had any
12 recommendations to the Board. We had a -- we had a
13 concern that we thought maybe you should just ask
14 the Trustees the reasoning that they used. Me
15 personally, I never thought it would hold up the
16 wetlands permit application. I didn't think it was
17 that big a deal. Just so it wasn't a recommendation
18 that you talked to the Southold Town Trustees, it
19 was a suggestion. That's how this -- in my mind,
20 that's how this all came about.

21 I haven't read -- I don't believe the CAC
22 read the report from the Trustees. What Southold
23 Town does, Southold Town does, you know. But that
24 was the reason we made the suggestion, that you
25 talk to the Trustees.

1 Personally, I thought you would close the
2 public hearing that night and just -- I didn't
3 think it would take four months or three months to
4 get a report from the Trustees. So that was --
5 that was our reasoning for the suggestion, that's all.

6 MAYOR STUESSI: Understood. Thank you.

7 JOHN SALADINO: Thanks.

8 TRUSTEE BRENNAN: I'd just like to make a
9 comment on this. The property that we're
10 reviewing, 520 Madison, the house is proposed to
11 be -- the addition on the house is proposed to be
12 99 feet from the wetlands, and that is similar to
13 the conditions that the Southold Town Trustees were
14 asking for the adjacent property. They were asking
15 the applicant, if I understand this correctly, to
16 move his house closer to the street to achieve
17 about a 95-foot setback between the wetlands --

18 MAYOR STUESSI: Increase the buffer between
19 the house.

20 TRUSTEE BRENNAN: Between the wetlands and
21 that proposed house on that adjacent property. If
22 my understanding is correct, I believe that the
23 project at 520 Madison, the one we're considering,
24 is similar to and kind of consistent with what the
25 Southold Town Trustees were trying to achieve, as

1 it's proposed.

2 MAYOR STUESSI: Yeah.

3 TRUSTEE BRENNAN: That's all. Thank you.

4 MAYOR STUESSI: Anybody else have any comments?

5 TRUSTEE PHILLIPS: No.

6 MAYOR STUESSI: Yes, would you like to speak, sir?

7 MICHAEL OSINSKI: Michael Osinski, 307 Flint
8 Street. It's my understanding, that having read
9 the Village Code very carefully, the Village Code,
10 the Village has no setback from the wetlands. It
11 is not mentioned in Village Code anywhere. Why
12 is -- why does the Village care if it's not in the
13 code?

14 TRUSTEE BRENNAN: Why do we care how close
15 construction is to wetlands?

16 MICHAEL OSINSKI: Well, it doesn't say in the
17 Village Code anything about that. Where is the
18 code that says that? There's no setback code in
19 the Village of Greenport, there's none. So you're
20 making this up out of --

21 TRUSTEE BRENNAN: I'm not saying that there
22 is a setback?

23 MICHAEL OSINSKI: Well, it seemed like you're
24 mentioning a setback code that applies in Southold
25 Town --

1 TRUSTEE BRENNAN: No, I'm --

2 MICHAEL OSINSKI: -- but doesn't apply in the
3 Village.

4 TRUSTEE BRENNAN: I'm not mentioning any
5 setback code. I'm referring to setbacks that's
6 proposed on the site plan, the applicant's site
7 plan.

8 MICHAEL OSINSKI: Okay. But the Town of
9 Southold may have 100-foot setback, but the Village
10 of Greenport has none.

11 TRUSTEE BRENNAN: Well, your point's taken.

12 MAYOR STUESSI: He was specifically stating --

13 MICHAEL OSINSKI: Okay.

14 MAYOR STUESSI: -- how it was set back from
15 the wetlands in comparison to the house next
16 door --

17 MICHAEL OSINSKI: Right.

18 MAYOR STUESSI: -- which is in Southold.

19 MICHAEL OSINSKI: Right. But I just want --

20 MAYOR STUESSI: That's what he said.

21 MICHAEL OSINSKI: I thought I heard you say
22 that similar to the Southold Town, in the property
23 in the Village, you wanted a 99 or 95% -- 99-foot
24 setback.

25 MAYOR STUESSI: He said we did get that.

1 TRUSTEE BRENNAN: Let me, let me just clarify
2 it. I wasn't saying I wanted or didn't want it. I
3 was saying the applicant's proposal, as it stands,
4 they proposed to put their house 99 feet from the
5 wetlands. I said that is similar to what the
6 Southold Town Trustees were looking for on the
7 adjacent property.

8 MICHAEL OSINSKI: Thank you. Thank you for
9 the --

10 TRUSTEE BRENNAN: Yeah, but thank you for
11 your point as well.

12 MAYOR STUESSI: You want to make a motion
13 on this?

14 TRUSTEE PHILLIPS: Yeah, I'll make -- you
15 want to do it, or you want me to?

16 MAYOR STUESSI: Please, go ahead.

17 TRUSTEE PHILLIPS: I'd like to make a motion
18 to approve the wetlands application submitted by
19 Kate Rummel, agent on behalf of -- oh, wait. Do we
20 have to do SEQRA first?

21 ATTORNEY STOLAR: I would suggest you do two
22 things, close the hearing, then do SEQRA, and then
23 do the --

24 TRUSTEE PHILLIPS: Yeah, that's right, we've
25 got to close the hearing. I'm sorry. I'll make a

1 motion to close the hearing.

2 MAYOR STUESSI: Second. All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 The hearing is closed.

9 ATTORNEY STOLAR: SEQRA, it's Type -- you're
10 the Lead Agency, Type II Action, no environmental
11 review required. That would be your motion.

12 MAYOR STUESSI: Okay. So I'll make a motion
13 that this is a Type II SEQRA, which requires no
14 action. May I have a second, please?

15 TRUSTEE BRENNAN: Can you just clarify the
16 Village is the Lead Agent?

17 MAYOR STUESSI: And the Village is Lead Agent
18 on this.

19 TRUSTEE BRENNAN: Second.

20 MAYOR STUESSI: All in favor?

21 TRUSTEE ROBINS: Aye.

22 TRUSTEE BRENNAN: Aye.

23 TRUSTEE PHILLIPS: Aye.

24 TRUSTEE DOUGHERTY-JOHNSON: Aye.

25 MAYOR STUESSI: Aye.

1 Mary Bess?

2 TRUSTEE PHILLIPS: I'd like to make a motion
3 to approve the wetlands permit application
4 submitted by Kate Rummel, Agent on behalf of
5 67 Sound Cheshire LP for the property at
6 520 Madison Avenue, Greenport, New York, 11944 to
7 approve the applic -- to approve the -- renovate
8 the existing house, add two 1-story additions,
9 install inground swimming pool, outdoor shower,
10 gravel driveway and walkway, as well as an
11 ecological restoration wetland buffer. +/- 144
12 cubic yards of fill will be excavated. Excavated
13 materials will be graded on site. The public
14 hearing was -- blah, blah, blah -- sorry.
15 Excavated material will be graded on site. I'll
16 make the motion to approve.

17 MAYOR STUESSI: Second, please.

18 TRUSTEE ROBINS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 Motion carries.

1 With that, we'll open up the meeting to the
2 public for anything else that the public would like
3 to speak to. Okay. Somebody behind you first.
4 Thank you for your patience, sir.

5 MARC RISHE: Thank you.

6 PETER HARRIS: Good evening. Peter Harris
7 212 Knapp Place, Greenport. My first thing, I'd
8 like to respond to the Resolution No. 4 on
9 tonight's agenda to be voted on, the resolution
10 approving the donation of the Village of Greenport
11 Fire Department vehicle known as Fire Engine 8-3-5
12 as is, without warranty or representation of
13 condition to the Terry Farrell Firefighters Fund.
14 Thank you, thank you very much for that. It's nice
15 to know that there is an organization that will
16 take and expend funds to rehabilitate this vehicle,
17 and that they would donate it to a Fire Department
18 that is not able, able to have the funds to
19 purchase. So thank you, if you do vote in favor of
20 that.

21 MAYOR STUESSI: The right thing to do.

22 PETER HARRIS: The second thing is the
23 Resolution No. 8 about the new ferry terminal. And
24 I was trying to absorb reading the information. Am
25 I to understand that the parking that is now --

1 that goes up against, facing the railroad tracks,
2 and then there's a pathway, and then there's
3 parking behind that, is that going away?

4 MAYOR STUESSI: Yes, it is. There's a --
5 there's a small amount of it that stays. This was
6 approved under the prior Mayor and the last
7 administration --

8 PETER HARRIS: Okay, because --

9 MAYOR STUESSI: -- after how much work?

10 ADMINISTRATOR PALLAS: There was -- this
11 was -- yeah, this has been ongoing.

12 MAYOR STUESSI: A year-plus.

13 ADMINISTRATOR PALLAS: -- for quite a --
14 yeah, more like two or three years.

15 MAYOR STUESSI: Yeah.

16 (Laughter)

17 ADMINISTRATOR PALLAS: I spent a big chunk of
18 my life on this project, yes.

19 PETER HARRIS: Well, the only reason why, and
20 the reason why I'm asking, is that because of the
21 fact that I have a -- I have a 92-year-old mother
22 that has 24-hour care, and every Thursday I meet a
23 caregiver that's coming in on the train, and then I
24 take her to my Mom's, and then I bring the girl
25 that's there back down to the train so she can take

1 the 1:53 out of town, and I noticed there's like
2 50 cars there every day. And then I look across
3 into the parking lot on the south side of the
4 tracks and there's maybe 12 parking places. So I'm
5 just trying to rationalize 50, and we're doing
6 away, and we're wanting them to go over to the
7 south side, and there's only going to be -- and
8 there's only 12. Where are the rest of all those
9 cars parked?

10 MAYOR STUESSI: Well, on the southern side of
11 the railroad tracks, there's a significant amount
12 of parking spaces over there.

13 PETER HARRIS: No, that's what I'm talking
14 about. I'm talking about --

15 MAYOR STUESSI: There's a lot more than 12.

16 PETER HARRIS: No, what I'm -- Mayor, what
17 I'm trying to say, that there's parking places that
18 are in use, okay? When I'm counting 12, there's 12
19 open spaces there, because there's already cars
20 parked there, and that's every Thursday when I go
21 down, when I go to do the pickup and bring back.
22 So by taking -- when you have 50, 50 vehicles
23 parked, and we're taking that away to expand the
24 line, the lanes for the -- for the ferry, and we're
25 saying, well, we're just going to shift that over

1 to the south side of the tracks and we're going to
2 resurface the parking, and there's a -- you can
3 resurface what's there. But I'm trying -- what I'm
4 trying to say is there's not room for the 50 cars
5 that are -- that are there on a daily basis to be
6 transferred over to the south side where the bus
7 terminal is, because you have people that are
8 parking there for the bus, and you have people that
9 are parking there for long-term that use the train,
10 or are going -- you know, I'm just -- I'm just
11 trying to rationalize where 50 cars that currently
12 park now, there's not room for 50 cars on the
13 opposite side. That's all I'm -- that's all I'm
14 trying --

15 MAYOR STUESSI: Paul.

16 ADMINISTRATOR PALLAS: If I may, we're not --
17 the total number of spaces, if I remember
18 correctly, is actually increasing by a few. But on
19 the south side there's still going to be plenty of
20 spaces. We're not eliminating the entire lot,
21 there's still going to be spaces there. I don't
22 have the count, I don't recall it off the top of my
23 head, but there's still going to be a significant
24 number of spaces. I don't -- again, I don't recall
25 how many.

1 TRUSTEE BRENNAN: On the north side.

2 ADMINISTRATOR PALLAS: I'm sorry, on the
3 north side.

4 MAYOR STUESSI: On the north side.

5 ADMINISTRATOR PALLAS: I'm sorry.

6 TRUSTEE BRENNAN: So there's going to be like
7 a kiss-and-ride area that has additional parking.

8 ADMINISTRATOR PALLAS: Right, there's
9 drop-off spots, there's -- there will be a full --
10 you know, regular handicapped spots, there's -- and
11 a number of regular parking spaces in that, in that
12 area.

13 MAYOR STUESSI: And then the parking in the
14 Jitney lot is reconfigured --

15 TRUSTEE PHILLIPS: Right, they're increased.

16 MAYOR STUESSI: -- and will run east to west,
17 rather than north to south.

18 TRUSTEE PHILLIPS: They're increasing spaces.

19 ADMINISTRATOR PALLAS: Correct.

20 TRUSTEE BRENNAN: And that -- and that gives
21 us more spaces.

22 MAYOR STUESSI: Correct.

23 ADMINISTRATOR PALLAS: Yes.

24 TRUSTEE PHILLIPS: Pete, have you seen the
25 actual diagram of --

1 PETER HARRIS: No, I've never seen the
2 diagram.

3 TRUSTEE PHILLIPS: Okay. So --

4 PETER HARRIS: I'm only rationalizing what I
5 know is there, and knowing what -- people park on
6 the north side of the tracks right now. And simple
7 math tells me you can't take 50 and shift over to
8 a -- to an area where there's not going to be
9 enough room to accommodate those 50 that --

10 TRUSTEE PHILLIPS: I think if you look at it,
11 if -- and I'll be more than happy to get you a copy
12 of it. I think if you look at the actual drawing
13 of what's been approved, it will make more sense
14 to you.

15 PETER HARRIS: Okay. Like I said, I'm -- I'm
16 only here, you know --

17 TRUSTEE PHILLIPS: No, I appreciate the -- I
18 appreciate --

19 PETER HARRIS: On personal observation that I
20 see every Thursday, and it's not like, wow, I
21 wonder what's going on in Greenport today, there's
22 so many cars here, it's every Thursday, and it
23 doesn't make a bit of difference if it's July or if
24 it's October. There -- that's how many cars are
25 there. You have people that are employed that work

1 on Shelter Island, you know, or what have you, or
2 people that are parking and leaving the vehicle and
3 they're getting on the train and they're going out
4 of town, or they're getting on the bus and they're
5 going out of town. I was just -- just my
6 observation of, you know, knowing that they -- you
7 want to expand, you know, the lanes for loading for
8 the ferry to try to cut down as many people that
9 are on Wiggins Street in line. So, you know,
10 again, I'm not -- I'm not trying to throw a dagger
11 at anyone. I'm just -- like I say, personal
12 observation. I just was trying to --

13 TRUSTEE PHILLIPS: No. And I'm glad you
14 brought it up, because it will bring the topic out
15 into the public again that this is going on.
16 Thank you.

17 PETER HARRIS: Okay. What --

18 MAYOR STUESSI: One of the things that's
19 going on, just by way of example, is that because
20 of the traffic on the South Fork, there's a lot of
21 construction crews that are now using the North
22 Ferry to go to Shelter Island.

23 PETER HARRIS: Oh, absolutely. And, I
24 mean --

25 MAYOR STUESSI: So employees are parking in

1 that area. And those parking spots that you see
2 there in the gravel area are managed by the MTA.
3 The lot on --

4 PETER HARRIS: Uh-huh.

5 MAYOR STUESSI: -- the south side is actually
6 managed by the Village, and so we'll be able to
7 better patrol it once it all gets restriped and the
8 whole project's implemented. One of the --

9 PETER HARRIS: No, I understand that. You
10 know, Mayor, the trade parade, you know, they use
11 the ferry to go -- you know, it's to go across and
12 get to where they're going, than to try to battle,
13 battle, you know, coming down Route 27 for -- to
14 where it ends in Southampton. And I get it, you
15 know, I understand, you know, and why we need more
16 room. But I was just also trying to figure out the
17 accommodations of cars that are parking for people
18 that are parking there now. Where are they going
19 if we're taking -- if we're taking this --

20 MAYOR STUESSI: Well, one of the other things
21 you'll be pleased to hear is that the handicapped
22 access for ADA accessibility is going to be
23 significantly better --

24 PETER HARRIS: Uh-huh.

25 MAYOR STUESSI: -- and improved, as will, of

1 course, the paving directly adjacent to it, so
2 getting your mother to and fro will be a lot
3 easier.

4 Did you have anything else you wanted to say
5 this evening?

6 PETER HARRIS: Yeah. If you remember, last
7 Thursday I was here and I was speaking about the
8 Carousel.

9 MAYOR STUESSI: Yes. So we have -- the
10 Village Manager has spoken to the head of the
11 Recreation Department, who has been working with
12 the team and doing some additional training with
13 the staff. You can speak to it briefly.

14 ADMINISTRATOR PALLAS: Yeah. They -- just to
15 be clear, too, at the beginning of the season,
16 they're all -- all the employees are fully trained,
17 and they sign off on all of the requirements. And
18 there was a refresher done through in-person and
19 email text messages and the like. Everything has
20 been reinforced. We are also ramping up a little
21 bit of supervision as much as we can on the
22 weekends as well.

23 PETER HARRIS: Okay. Well, I'm not going to
24 speak, I'm not going to speak on behalf of my
25 daughter, but she had a problem there last night.

1 And today my wife went and had my granddaughter at
2 the Carousel, and they get -- you know, they paid
3 to get on the -- to go on the Carousel, and part of
4 the operation of the Carousel is the machine.

5 Well, it's not a machine, it's a device that was
6 the -- as the Carousel turns, the riders try, they
7 take the ring for -- the person who gets the brass
8 ring receives a free ride. That's -- that's a part
9 of how the operation of the Carousel.

10 Well, today, my wife was down there with my
11 granddaughter, and I believe there -- she said
12 there was only two people working, one at the --
13 where you pay and one person for the Carousel, and
14 the ring device was not in operation. So my wife
15 very politely said to the -- it was an older, older
16 person that was doing the merry-go-round itself,
17 and she said, "So what's with" -- "what's with
18 the" -- "with the" -- "with the brass ring?" She
19 says, "Well, I don't know how to" -- "I don't know
20 how to work it." She says, "I've worked here for
21 years and I don't know how to" -- "I don't know how
22 that thing operates." And I'm -- and I'm saying to
23 myself, you've worked here for years, but you don't
24 know -- you don't know how -- it's -- I mean, they
25 feed the rings in the top, and I believe there's a

1 pin or something, they -- once the machine -- once
2 the merry-go-round starts to go, they pull the pin
3 or something and then the rings come down, and as
4 they go about by the riders get the ring. I mean,
5 it's not rocket science.

6 MAYOR STUESSI: If I could interject, clearly
7 not acceptable. Mr. Pallas, could you please speak
8 with Margo and figure out what happened with this
9 woman?

10 ADMINISTRATOR PALLAS: Again, I have no --
11 yeah. I don't --

12 PETER HARRIS: And my -- so, you know, I
13 mean, I will say that the conversation between my
14 wife and the lady was very amicable, she was very,
15 very nice.

16 MAYOR STUESSI: It sounds like maybe it
17 wasn't her normal job and somebody else normally
18 did it.

19 PETER HARRIS: And she just -- she just
20 asked, she says, "Can I ask you, who's your boss?
21 Who do you answer to?" And she said Margo.

22 ADMINISTRATOR PALLAS: Yes, that's correct.

23 PETER HARRIS: So --

24 MAYOR STUESSI: Margo is a long-time valued
25 member who heads up the Recreation Department for

1 the Village, manages the summer camps, swim
2 lifeguards.

3 PETER HARRIS: It sounds -- I'm not saying
4 that she's not a valued employee, but I got to tell
5 you, you know, I mean, I came in here in the last
6 week and I told you about a problem. My daughter
7 had a problem last night with an employee down
8 there. My wife, she didn't have a problem with the
9 employee, just the fact that the device wasn't
10 working. She says that's -- that's half, that's
11 half the ride. The kids, you know -- you know,
12 being able to try to get that, get that ring. And
13 it's not computerized, it's not computer science,
14 it's just a matter of someone dropping the rings in
15 the top.

16 MAYOR STUESSI: No, we appreciate you sharing
17 and we'll look into it, if you'd like.

18 PETER HARRIS: So, again, I would -- I would
19 appreciate if we could definitely get that -- get
20 that down there, because it's --

21 MAYOR STUESSI: Thank you, sir.

22 PETER HARRIS: Thank you.

23 MAYOR STUESSI: Kevin, yes, please. Good
24 night, Nancy. Good night.

25 KEVIN QUINLAN: Good evening. Kevin Quinlan,

1 181 Fifth Street, Greenport. I brought this up
2 before. We have a petition from the Fifth Street
3 residents, and we have 61 signatures, that we are
4 trying to get some speed bumps, like I talked about
5 the last time, and try to get something done with
6 the speeding going down Fifth Street. It hasn't
7 gotten any better. And, in fact, we've been
8 calling the police a couple of times, and numerous
9 neighbors have been calling the police.

10 My son almost got hit by three motorcycles
11 speeding up and down the road about -- last week,
12 and we called about it, and it probably took
13 probably half an hour for somebody to get down
14 there to check things out. And I know you say --

15 MAYOR STUESSI: How many times did you call
16 the police?

17 KEVIN QUINLAN: Oh, I've -- we've called --
18 I've called a couple of times already.

19 MAYOR STUESSI: Uh-huh.

20 KEVIN QUINLAN: My son called the other
21 night. He was scared. He's out walking his dog,
22 he almost got hit, three motorcycles pulling
23 wheelies down the road, and just out of control.

24 MAYOR STUESSI: And it took them 30 minutes
25 to get there?

1 KEVIN QUINLAN: Yeah. Usually, on an average
2 of about 30 minutes, so usually everything is gone
3 by the time they get there. And the thing that
4 bothers me sometimes, too, is it -- I know you said
5 we have more police presence in the area, and I see
6 them patrolling like during the day, when a lot of
7 things aren't going on. But when they do go down,
8 there's a lot of activity down at the end of the
9 street, and you see open containers on the back of
10 the trucks, and people are drinking, and people are
11 down there and they're -- you know, you have the
12 music. I've noticed when they get down, they get
13 down to Johnson Place, they get to the street, they
14 don't go down the end of Fifth Street, they make a
15 turn on Johnson, and they just go right around the
16 block and they don't do anything.

17 So I know we have talked about more police
18 presence, but we're not seeing it at the times that
19 it should be. When things are happening, that's
20 when you have to be down there, or put people on
21 the side streets, let them check things out. We
22 need speed bumps. We need a stop sign at the end,
23 before you get to Johnson, coming from the beach,
24 to slow them up a little bit.

25 And I don't know. I know we -- you talked

1 about you hired another Code Enforcer, and I'm just
2 wondering how that's making out, because I --

3 MAYOR STUESSI: We're in -- we're in the
4 process of bringing in another Code Enforcement --

5 KEVIN QUINLAN: Okay.

6 MAYOR STUESSI: -- person on.

7 KEVIN QUINLAN: I thought he was already on.

8 MAYOR STUESSI: But this is really a police
9 issue, not Code Enforcement.

10 KEVIN QUINLAN: Right. No, I know, it's a
11 police issue.

12 MAYOR STUESSI: Yeah.

13 KEVIN QUINLAN: And it's not up to us, as the
14 residents, to -- you know, the people -- I've
15 talked to different residents and they -- they've
16 actually gone down the street and have gone after
17 some of them, and trying to, you know, tell them to
18 slow up a little bit. We don't need to be putting
19 this in our own hands, it's --

20 MAYOR STUESSI: No, absolutely not.

21 KEVIN QUINLAN: You know, the police are
22 supposed to be doing that, and that should be down
23 there in a matter of minutes when something like
24 this happens, so they can get to the point.

25 MAYOR STUESSI: So, as I had mentioned last

1 time this was brought up, I had met with -- I meet
2 with the Chief of Police regularly, as, you know,
3 the Village Administrator is in touch with him,
4 too. He had assured us that they would be adding
5 additional routes over there. I'll make a point of
6 speaking to him tomorrow --

7 KEVIN QUINLAN: Right.

8 MAYOR STUESSI: -- and let him know that this
9 has gotten more serious, and we clearly need to
10 make sure --

11 KEVIN QUINLAN: Yeah.

12 MAYOR STUESSI: -- that we have additional
13 coverage down there taking a look at it.

14 As it relates to the speed bumps, I know
15 we've had some discussion, and there's some
16 concerns about potential liabilities, etcetera.
17 One thing I'm familiar with in a few communities
18 I've lived in, that has been helpful at
19 intersections, is -- I'm forgetting the terminology
20 for it. It's not a true round-about, but it's like
21 a mini circle in the center of smaller resident
22 intersections. I think this may be something we
23 want to bring somebody on to potentially study the
24 two options. You know, it's going to require
25 somebody taking a look at it.

1 The Police Chief had expressed some concerns
2 about seeing speed bumps in residential
3 neighborhoods and not having proper signage,
4 etcetera.

5 KEVIN QUINLAN: Yeah.

6 MAYOR STUESSI: But, you know, I'd like to
7 make the request of the Village Manager to take a
8 look at this and, you know, talk to one of our
9 engineers --

10 ADMINISTRATOR PALLAS: Sure.

11 MAYOR STUESSI: -- and bring something in
12 front of the Board, and we can share that with the
13 community.

14 KEVIN QUINLAN: If not speed bumps, how about
15 like they put in front of toll booths sometimes?
16 You come up to toll booths, it's like a rumble.
17 You know, you chop the road up a little bit, so
18 when you're coming down, you have to slow up,
19 otherwise you --

20 TRUSTEE BRENNAN: Yeah, that could be done to
21 try to -- try to calm it, and less --

22 KEVIN QUINLAN: Down the street.

23 TRUSTEE PHILLIPS: Yeah.

24 KEVIN QUINLAN: It's a little annoying, it
25 might be noisy, but something has to be done. And,

1 like I said, they need to get down and enforce the
2 drinking down at the park, it's a little out of
3 control. I mean, it's to the point where some of
4 the neighbors, I know the woman, they don't want to
5 walk down there during the day or even at night,
6 because they're afraid, because there's numerous
7 ones down there, and they're partying down there
8 and hanging out with open containers, and
9 there's -- they're afraid to go down there.

10 MAYOR STUESSI: Yeah. The --

11 KEVIN QUINLAN: It needs to be enforced.

12 MAYOR STUESSI: Well, we'll make sure the
13 Chief is on it, and we'll discuss it further.

14 One thing that you should be aware of, and
15 I've already spoken to Village Counsel about it, is
16 when the Village had handed over our Police
17 Department's control to the Town of Southold to
18 manage, there was never any type of
19 intermunicipality agreement that was done between
20 the Town of Southold and the Village of Greenport.
21 And that is something that we are going to be
22 working on, so that we make certain that we have
23 very clearly defined terms of what is needed by the
24 Village of Greenport as far as level of service and
25 management, and working together with the Town, so

1 this would be something that we could always refer
2 back to.

3 KEVIN QUINLAN: Right. I just hope that you
4 will get in touch with the Chief and --

5 MAYOR STUESSI: I see him regularly.

6 KEVIN QUINLAN: -- bring this up to him
7 and --

8 MAYOR STUESSI: Rest assured, it will be my
9 first call in the morning.

10 KEVIN QUINLAN: You know, I see them in a lot
11 of other areas, you know, for a lot of time and
12 they're not moving. And if we could just get
13 people on the side streets, you know, just to
14 monitor these things and see what's going on,
15 before somebody really does get hurt, you know, and
16 it's going to happen if something's not taken care of.

17 MAYOR STUESSI: Thank you.

18 KEVIN QUINLAN: I appreciate it. And I'm
19 going to submit this to the Board.

20 MAYOR STUESSI: Great.

21 KEVIN QUINLAN: Thank you.

22 MAYOR STUESSI: Yes, sir.

23 RALPH EDWARDS: Hi. Ralph Edwards, 163 Fifth
24 Street. I just want to echo what Kevin has just
25 said. But I also want to just point out that I

1 think the broader issue here is enforcement of the
2 rules at that park. So if you have rules that say
3 that -- and you have them clearly posted, that
4 above 25 people, you need a permit, that there's no
5 gas grills permitted, that the park closes at dusk,
6 which is a key element, and that you shouldn't have
7 amplified music, those rules should be enforced,
8 and failing to enforce those rules lends a climate
9 of a little bit of disarray. And so then what you
10 have is you have people with open containers. Many
11 of these people are down there for hours and hours
12 at a time, they're not down there briefly and
13 leaving. And so you've had -- you have people who
14 are getting increasingly upset and nervous, because
15 people who have been down there for eight, 10
16 hours, they've clearly been drinking, and then
17 they're coming up our street.

18 So I want to say that I know that there is an
19 element which wants to study things, which wants to
20 review things. But something really has to be done
21 here, because we really are getting to the point
22 where we feel that somebody going out and walking
23 their dog at night, somebody, some kid on a
24 bicycle, maybe going the wrong way, maybe, you
25 know, being a little sloppy, is going to end up

1 getting hurt, and, at that point, we'll get our
2 speed bump. At that point, it will be like Depot,
3 they get a light. It's going to be like behind the
4 hospital, where there is a speed bump. It will be
5 like Peconic Landing, where I work, where they used
6 to put in seasonal speed bumps because somebody was
7 hurt.

8 So I would like to emphasize that people
9 should get on this and move it forward. I
10 appreciate the fact that the calls are going to be
11 made, but I do see the police cars drive up, drive
12 around, drive off. Nobody ever gets out. And
13 there have been times when I've seen the police
14 cars drive by, and there are clearly things that
15 should be addressed, or at least looked at, open
16 containers, large groups, amplified music.

17 So I think it's a -- it is the speed, that's
18 our primary concern, because we feel somebody is
19 going to be hurt. But the broader issue is who is
20 going to take responsibility for enforcing those
21 rules that you have plainly posted on the green
22 signs that list the four things that are
23 problematic? And if you don't enforce those four
24 things, then you're going to broader problems.
25 Thank you very much.

1 MAYOR STUESSI: Thank you, sir.

2 TRUSTEE BRENNAN: Thank you.

3 GARY SCHARFMAN: Can I?

4 MAYOR STUESSI: Yes, sir.

5 GARY SCHARFMAN: Hello. Gary Scharfman,
6 312 Fifth Street. I wasn't really planning on
7 speaking tonight, but the two gentlemen who
8 preceded me, that petition I actually signed, and
9 so did my husband, because we've witnessed what
10 goes on on Fifth Street almost every day at certain
11 hours of the day or evening.

12 I appreciate the fact that this is under
13 study, and that the idea of liability is a big
14 question that the Attorney had mentioned at the
15 last meeting or so. And I was really glad to
16 come to hear you say, Mr. Mayor, that you might be
17 thinking about islands, or something of that sort,
18 in the intersections to help curb the -- you know,
19 just keep it from being able to speed, because you
20 can't really go down the middle of the street when
21 there's some sort of island or something, and as an
22 intermediary between the -- between each cross
23 street.

24 I also wanted to just mention that when I
25 signed that petition, I made clear to the person

1 who had come to our home that I'm very concerned
2 about also speed bumps and other things that might
3 cause noise, because the last thing I know I want
4 to hear is any sort of like, you know, that sound
5 the speed bump makes, or some sort of grading.

6 So can -- so when you talk about these ideas,
7 I was wondering if anyone thought about, you know,
8 when you go to a toll booth and you go through it
9 without paying, they capture your license plate and
10 then they getcha. And I just wondered if there's
11 some way, if we could maybe marry the idea of maybe
12 some sort of, I don't know, island, kiosk, I don't
13 know what it would be, but with something that
14 actually captures people's license plates. So, in
15 fact, the police may or may not be there in time to
16 capture you speeding, but they'll have it on record
17 and they could come to your door, and then they can
18 find you that way, and other things if need be.

19 So I just want to know, when these
20 conversations are happening, if there's some way of
21 kind of opening that up to, you know, the fact that
22 there's technology out there that's pretty simple
23 right now to prevent people from getting away from
24 doing, you know, what they shouldn't be doing.

25 MAYOR STUESSI: The cameras, as I understand

1 in practice, are typically used for illegal turns
2 or skipping payment on something. I don't believe
3 they could be used for speeding. You need to --

4 ATTORNEY STOLAR: You need a State Law that
5 would permit it.

6 MAYOR STUESSI: Yeah.

7 ATTORNEY STOLAR: We don't have one.

8 MAYOR STUESSI: But I would welcome you back
9 to the next work session. We will have a
10 conversation about this next month, and have some
11 data in regards to some potential solutions beyond
12 a report of conversation with the Police Chief.

13 GARY SCHARFMAN: Thank you. When is that
14 meeting? I'm sorry.

15 MAYOR STUESSI: That would be the third
16 Thursday of September.

17 GARY SCHARFMAN: Okay. Thank you. Thank you.

18 MAYOR STUESSI: Yes, sir, John.

19 JOHN WINKLER: John Winkler, Fifth Street.
20 Two items. The last, last meeting I was here, we
21 mentioned putting signs up at the park, bilingual
22 signs, and I know you instructed the Administrator
23 to work on that. What -- what's in process, and
24 how far have we gotten with the signs?

25 ADMINISTRATOR PALLAS: I haven't had the

1 opportunity to start that, John, there's a lot
2 going on, but I will, it's still on my list to do.

3 JOHN WINKLER: Okay. And my usual thing is
4 the end of Sixth Street.

5 MAYOR STUESSI: So have you been down there
6 recently?

7 JOHN WINKLER: Oh, yeah.

8 MAYOR STUESSI: So there -- there were a
9 couple of old boats that were done down there that
10 have since been removed.

11 The other thing that happened is the drain at
12 the end of the street, which was completely
13 clogged, because the Village had not done any jet
14 cleaning of drains in a while, has been done.

15 JOHN WINKLER: Right.

16 MAYOR STUESSI: We rented -- this Village
17 Board approved in last month's meeting the rental
18 of a jet vacuum truck for a month, which is going
19 through the Village and cleaning out other drains.

20 And then the other thing that's been done is
21 the Village Administrator has been made a request
22 to the DEC to get a ruling on removing the existing
23 bulkhead, which is, you know, rough and in bad
24 shape, as you know, due to safety concerns. We're
25 awaiting a response from them.

1 JOHN WINKLER: Well, again, I -- what I'm --
2 what I've noticed in the last week is that now the
3 water is coming over the curb and cutting a rut
4 through the beach, okay? Now I would say 20 to
5 30 feet of that beach has been abandoned, okay?
6 Nobody manages it. It's been like that way for two
7 years, okay? And I don't know what the process in
8 the past was for repairing the beach, okay? Maybe
9 Paul can fill -- he had done it in the past.

10 MAYOR STUESSI: Did you bring sand into the
11 beach in the past?

12 JOHN WINKLER: What's the --

13 ADMINISTRATOR PALLAS: Yeah.

14 JOHN WINKLER: What's the process?

15 ADMINISTRATOR PALLAS: You're talking --
16 where exactly? You're talking about exactly at the
17 end of Sixth?

18 JOHN WINKLER: And it's been done at the end
19 of Fifth.

20 ADMINISTRATOR PALLAS: No, where the
21 problem --

22 JOHN WINKLER: You've added -- you've added
23 sand on the end of Fifth after Sandy. You added
24 sand on the end of Sixth after another storm, and
25 repaired the drain. What was the process? And it

1 didn't take two years. What was the process then?
2 And why hasn't it been done in two years?

3 ADMINISTRATOR PALLAS: Well, again, I can't
4 answer that question, but the -- what area
5 specifically --

6 JOHN WINKLER: You can't answer that? Paul,
7 you can't answer the question? Did you know that
8 the damage was down there? Have you been down
9 there?

10 TRUSTEE PHILLIPS: John. John, can I ask
11 what area you're talking about?

12 JOHN WINKLER: Right at the end of Sixth
13 Street, okay?

14 TRUSTEE PHILLIPS: Where the pipe is?

15 ADMINISTRATOR PALLAS: That's what I was
16 trying to ask you.

17 JOHN WINKLER: Where the pipe is that
18 goes out.

19 TRUSTEE PHILLIPS: Right, okay, and where the
20 bulkhead is.

21 JOHN WINKLER: It's totally washed -- it's
22 been totally washed out, okay? The bulkhead, the
23 pilings are in good shape, but the sheathing, I
24 guess that's what you call it, is not in good
25 shape. It could either be filled in, or just

1 take -- the sheathing taken off and filled in. The
2 pipe has to be supported somehow, maybe, maybe put
3 stone underneath it or something to keep it up
4 higher, because every time it gets washed out it
5 sinks into the bay, okay? So --

6 MAYOR STUESSI: Well the biggest issue the
7 street is lower than the water level. When the bay
8 rises, it comes in?

9 JOHN WINKLER: Well, no. Well, that happens
10 everywhere. That happens on Fifth, too. Whenever
11 that tide is -- the tide is high --

12 MAYOR STUESSI: But it's lower on Sixth than
13 it is on Fifth Street, so it's --

14 JOHN WINKLER: The pipe is lower.

15 MAYOR STUESSI: No, the street's lower, too.

16 TRUSTEE BRENNAN: The street is lower.

17 JOHN WINKLER: Right, but the street has to
18 be lower, that's how it drains the water down to
19 the bay, that's the reason. The street gets higher
20 every time we pave it. That's the reason the pitch
21 is down to the beach. The problem is, is that when
22 the tide is high, the pipe gets filled up. You
23 know, it can't -- the water can't come out of the
24 pipe, okay? When the tide goes down, the drainage
25 works, okay? That's been happening probably for

1 75 years, it's been like that. Same thing at Fifth
2 Street. It's a little better now because we have
3 retention there, okay? So now the water goes into
4 the manholes that are on the street. We don't get
5 so much flooding down on Fifth Street. But when
6 it's high tide and that -- those manholes cannot
7 hold the water, then it floods there until the tide
8 goes out. That's been happening for a long, long
9 time, okay?

10 The problem is, is that I don't understand
11 why this has taken taking two years for that beach
12 to be taken care of. That's -- that's the
13 taxpayers' beach. If you had a water -- if you had
14 waterfront property, would you let that happen to
15 you, or would you -- or would you fix it? If
16 you're a waterfront property owner, would you fix
17 it? Would you let it go for two years and now
18 getting worse?

19 I don't know what that grass is there. I
20 think it's an invasive species that's -- you can't
21 use the beach there, people can't sit there. It's
22 got to be maintained, and it hasn't been, and I
23 don't understand why.

24 MAYOR STUESSI: Well, that's why we're
25 looking to remove the metal that's there and sharp,

1 that you could --

2 JOHN WINKLER: No, that part I totally agree
3 with, but it's the time that it's taken to fix that
4 area. Who has been down there looking? The Road
5 Department knows it's like that? Why has it taken
6 two years? That's all my question. We've had this
7 situation in the past and it's been fixed, and it's
8 been fixed rapidly. And I understand you got to
9 get --

10 MAYOR STUESSI: Paul, can you explain what
11 this fix was, because I'm not understanding.

12 ADMINISTRATOR PALLAS: I was trying to.
13 The -- where the area the pipe is, we intend as
14 part of -- when we do the playground work, the sand
15 that's there we're going to place where the pipe is
16 to raise that up. If we remove the bulkhead, it
17 will actually help the scouring that's going on on
18 top of the pipe, because the water hits the
19 bulkhead and circulates and pulls the sand off of
20 the pipe. So we hope that when we remove --
21 assuming that that's the direction we go, we remove
22 the bulkhead and recover the pipe, that it will
23 remain there for a lot longer period of time than
24 it has in the past. That is our plan.

25 JOHN WINKLER: Well, I -- great plan, I'd

1 just like to see it happen, okay? Again, the DEC
2 permit could have been applied for a long time ago,
3 and that's what you have done in the past when
4 we've had damage down at that beach. I know you
5 have, because I've had discussions with you about
6 this, okay? And you got to get a permit --

7 MAYOR STUESSI: All right. Well, it's --

8 JOHN WINKLER: -- to put the sand back.

9 MAYOR STUESSI: We've reached out to the DEC.
10 I can't do anything about what's been --

11 JOHN WINKLER: I get it, I get it.

12 MAYOR STUESSI: -- before the last few
13 months. And then the playground equipment is
14 scheduled to go in, what, in the next couple of
15 weeks?

16 ADMINISTRATOR PALLAS: No, I thinks in -- we
17 actually, I think -- we haven't met with the
18 contractor to firm up the schedule, but it's
19 certainly going to be done early Fall.

20 TRUSTEE BRENNAN: Paul, when was -- when were
21 those drains cleaned out? Was that just recently?

22 MAYOR STUESSI: In the last week.

23 TRUSTEE PHILLIPS: Yes, last week.

24 ADMINISTRATOR PALLAS: In the last couple of
25 weeks.

1 JOHN WINKLER: It happened so fast. It
2 happened so fast.

3 TRUSTEE BRENNAN: So I had a conversation
4 with John about this on Tuesday. I went down at
5 the end of Sixth Street, and that drain, that
6 drainage pipe is clogged again. So --

7 JOHN WINKLER: Yes.

8 TRUSTEE BRENNAN: -- you can see that it's
9 difficult to keep that open, I mean, it's totally
10 silted in already.

11 JOHN WINKLER: Well, now you can't.

12 TRUSTEE BRENNAN: So that's days? I think a
13 few days.

14 MAYOR STUESSI: Yeah, less than a week.

15 TRUSTEE BRENNAN: Yeah. And the catch
16 basins --

17 JOHN WINKLER: And this has been happening
18 for two years.

19 TRUSTEE BRENNAN: The catch basins at the end
20 of Sixth Street are completely silted up to the
21 grates, so I don't know if those were cleaned out.

22 ADMINISTRATOR PALLAS: I'm sorry. On Sixth
23 or Fifth?

24 TRUSTEE BRENNAN: I'm sorry, on Fifth.

25 ADMINISTRATOR PALLAS: No, that -- the -- we

1 did try it with -- those, the area, they do get
2 full, they stay about half full, and we did try to
3 drain them. I tried to explain to our Road
4 Department, you can try, but the water is going to
5 come right back because it's groundwater.

6 There is a very large field, and about half
7 the normal water table, there's enough volume there
8 to really help the flooding that goes on down
9 there. It has made, in my estimation, a very big
10 difference after we put them in, in terms of the
11 flooding that used to happen on Fifth. On Sixth,
12 it would be -- not impossible to do that. The road
13 is lower, as the Mayor mentioned, so there really
14 isn't any -- we wouldn't go down very far before we
15 hit groundwater, so.

16 TRUSTEE BRENNAN: Yeah, I understand the
17 challenges of the terrain. My point here is that
18 they were just cleaned out and they have already
19 silted up again. It's not for lack attention in
20 this case, not this week, they were maintained, but
21 they don't work, it's just not working, so.

22 JOHN WINKLER: Right. My concern, also, the
23 Sixth Street residents, up to probably the pumping
24 station, they get water in their basement every
25 time that thing is not flowing. So, you know, I

1 don't -- I don't know if they're complaining about
2 it, but I've known in the past that there's --
3 they're always pumping water out of their
4 basements. So, you know, that's -- that's not
5 nice, that's not good. So, again, I appreciate it.
6 I really --

7 MAYOR STUESSI: It's going to get worse,
8 because -- it's going to get worse, because the
9 water table, the seas are rising.

10 JOHN WINKLER: Well, again, I appreciate that
11 something's happening, I really do. And I'm not
12 looking -- I just wanted -- just wanted to have
13 things solved, the problem solved.

14 And, again, if we can do something about that
15 invasive -- the invasive species of grass that is
16 taking up the whole -- that whole section at the
17 end of Sixth Street, to get our beach back, to get
18 our beach back.

19 MAYOR STUESSI: Like I said, the goal was to
20 remove the ratty bulkhead that's there --

21 JOHN WINKLER: Uh-huh.

22 MAYOR STUESSI: -- do the work at the same
23 time with the sand when they're doing the
24 playground.

25 JOHN WINKLER: Sounds like a plan.

1 MAYOR STUESSI: So we're progressing with
2 that. And then the challenge of dealing with
3 seawater that's coming in with a road that is that
4 low, that's a much bigger issue that's going to
5 take some serious money and engineering.

6 JOHN WINKLER: Mayor, I've been here for
7 20 years, and I'm sure -- and I've talked to other
8 people that lived in this Village for eternity.
9 Kevin, that has always happened on Sixth Street.
10 When the tide is high, the water can't get out.
11 The minute the tide goes down, the street drains.
12 That's been going on for probably a hundred years.
13 I don't know when that road was put in. But,
14 again, it's a working system to a fault, but it
15 works, okay? I know what it would -- to raise, to
16 raise the road, then the water wouldn't be able to
17 drain to the bay, which is what the whole purpose
18 of it is.

19 And, again, I had -- when I was at that
20 meeting at the Theater, and the gentleman, the
21 representative that was there mentioned that some
22 of these fund that we're paying 2% in when we sell
23 a house -- buy a house can now be used for water
24 quality. Why can't we get them involved in some
25 kind of environmental, environmental retention down

1 there when -- before we pave Sixth Street, to work
2 with them, and possibly get some funds to help the
3 water quality down there.

4 TRUSTEE PHILLIPS: You want to answer it?

5 JOHN WINKLER: I mean, we don't get any money
6 from them. We don't --

7 TRUSTEE PHILLIPS: Well, part of the problem,
8 John, is the Town of Southold has to do its due
9 diligence to set up the committees, to set up the
10 code changes for us to even apply for the access
11 for that portion of that water money. And we've
12 been after them for how many -- what? We were --
13 under the previous administration we were trying to
14 get money.

15 JOHN WINKLER: Okay.

16 TRUSTEE PHILLIPS: We had a joint meeting
17 with the Town Board recently, a couple of months
18 ago, the same subject came up. I know I've had
19 discussions with Council people.

20 JOHN WINKLER: Uh-huh.

21 TRUSTEE PHILLIPS: But I think your biggest
22 question, you should ask Supervisor Russell.

23 JOHN WINKLER: And I will, and I will.

24 TRUSTEE PHILLIPS: That's where you need to
25 start.

1 JOHN WINKLER: But where do we get the --

2 MAYOR STUESSI: The more -- the more likely
3 place that we'll probably get money from is going
4 to be from the County --

5 JOHN WINKLER: The State and the County.

6 TRUSTEE PHILLIPS: Right.

7 MAYOR STUESSI: -- or the State.

8 JOHN WINKLER: I mean, it's -- I mean --

9 MAYOR STUESSI: Because the State is doing a
10 lot more with the rest of that.

11 JOHN WINKLER: I think it's -- all these
12 retention pits have been a great thing for the
13 water quality here, but Sixth Street has been a
14 problem for a long, long time. And I know we're
15 doing it on Clark, and I know we're doing it on
16 Flint, but that doesn't -- that's nothing in
17 comparison to the water drain-off that goes down
18 Sixth Street. So, again, maybe -- again, I don't
19 know when you can get to --

20 MAYOR STUESSI: Well, the issue with the
21 retention basin that's down at the bottom of Fourth
22 is that only works when you have a road that's up
23 high enough that the water can then go down before
24 it hits the bay, so that would require lifting
25 Sixth Street.

1 JOHN WINKLER: That doesn't happen at Clark.
2 It seems the water runs to the bay on Clark. I'm
3 not going to get into engineering with you, because
4 I'm not familiar with it and how they would do it.
5 But, again, it seems to me that Sixth -- Fifth
6 Street was done. Sixth Street would seem to be a
7 good idea to do before we do smaller streets, but
8 that's not happening. But I think we should sort
9 of think about putting some kind of retention on
10 the end of Sixth Street, because that's where all
11 the water's coming down, that's where it's going in.

12 I thank you. I'm -- I've been, you know,
13 doing this for three months now, and I'm just --

14 MAYOR STUESSI: We hear you.

15 JOHN WINKLER: I'm a little frustrated. I
16 appreciate the effort, and I thank you for going
17 down there and taking a look.

18 MAYOR STUESSI: Thank you.

19 MICHAEL OSINSKI: There's a solution to this
20 problem. Put the retention dry wells upstream on
21 Sixth Street, because we have the same problem that
22 comes on Flint Street, and, actually, it goes into
23 private property. Oh, sorry.

24 JOHN WINKLER: Okay. I'll let you. Thank
25 you, again.

1 TRUSTEE BRENNAN: Thank you, John.

2 JOHN WINKLER: Thank you.

3 MICHAEL OSINSKI: Mayor it's a simple
4 solution. We know the solution. Put the --

5 MAYOR STUESSI: Please state your name for
6 the record, please.

7 MICHAEL OSINSKI: Michael Osinski, 307 Flint
8 Street. Put dry wells along Sixth Street before it
9 gets down to the end of the street. Capture the
10 runoff as it -- before it goes down to the end of
11 the street where it goes in the bay.

12 We talked to Southold Town, it's cheap. We
13 had the same runoff, goes into private property on
14 my land. We get Village -- the Village dump its
15 stormwater on property that we own. And the
16 solution, and we've discussed it with the engineer
17 in Southold, is to put dry wells where the water is
18 coming from and capture it. You'll capture most of
19 it. You won't get it all, but you'll capture most
20 of it en route, and you won't have the problem of
21 the stormwater there. Thank you.

22 MAYOR STUESSI: Thank you. Is there anybody
23 else who would like to speak? Yes, ma'am.

24 DEBRA RIVA: My name is Debra Riva and I live
25 on Sixth Street. My very simple question --

1 MAYOR STUESSI: Please state your address on
2 Sixth Street, please.

3 DEBRA RIVA: 433.

4 MAYOR STUESSI: Thank you.

5 DEBRA RIVA: The possibility -- or I
6 shouldn't say possibility. When the speed bumps
7 are put on Fifth Street, Sixth Street has to be
8 considered, because whatever those people are doing
9 on Fifth Street, and some of them are on Sixth
10 Street every once in a while, they're going to come
11 over and do Sixth Street. They're going to speed,
12 they're going to do whatever they do, because it's
13 the same beach, it's the same park.

14 MAYOR STUESSI: Understood.

15 DEBRA RIVA: My question is, is the Board
16 considering the speed bumps on Fifth Street?

17 MAYOR STUESSI: We're going to be taking a
18 look at that, together with some other potential
19 solutions, and try and find something that will
20 work, together with increased police presence.

21 DEBRA RIVA: Okay. So I just want to go on
22 record that if Fifth Street has it, Sixth Street
23 has to have it, and probably Fourth Street.

24 TRUSTEE BRENNAN: It makes sense.

25 DEBRA RIVA: Thank you.

1 JOHN WINKLER: All the streets.

2 MAYOR STUESSI: We're just going to put a
3 gate up on Main Road.

4 (Laughter)

5 MAYOR STUESSI: Yes, please.

6 SARA DUFFY EDWARDS: Sarah Duffy Edwards,
7 163 Fifth Street. I want to go back again to the
8 subject of Fifth Street, because I've heard you say
9 we're going to get a new park this Fall, and that
10 naturally --

11 MAYOR STUESSI: Playground equipment.

12 SARA DUFFY EDWARDS: Playground equipment.
13 Leads me to think that that park is going to become
14 even more popular when there's a groovy new
15 playground set there.

16 It's really important that you pay attention
17 to how fast people are going up and down the
18 street. Mayor, I know you hear it, because you
19 live right off of Fifth Street. But with more
20 people there, very little police presence with
21 speeding or anything else that is posted as
22 unacceptable at that park, I think that we are
23 raising the likelihood of an accident or worse.
24 It's really, really important.

25 And I feel like for seven or eight years, at

1 various points in time, neighbors have come and
2 said it's getting worse. It got a lot worse after
3 the PSE&G project, when we put that lovely flat
4 road in on Fifth Street. Well, it's still flat and
5 it's still lovely, but with more people, I think
6 the likelihood of something happening expands
7 greatly. Please, pay attention to the fact that
8 residents, 61 people on that street in a four-block
9 radius, are concerned about this enough to sign a
10 petition and to show up here tonight. Thank you.

11 MAYOR STUESSI: Thank you. Would anybody
12 else like to speak? Yes, ma'am.

13 CATHY LENIHAN: Cathy Lenihan, 139 Fifth Street.
14 So going along with all my neighbors, I just want
15 to clarify, I think the response in the beginning,
16 that it's the responsibility of the police. Are
17 you saying that for Code Enforcement in the park?

18 MAYOR STUESSI: Speeding and drinking.

19 CATHY LENIHAN: Oh, okay.

20 MAYOR STUESSI: Yes. Dealing with sizes of
21 groups in the park would be a local jurisdictional
22 Code Enforcement issue, or barbecues, etcetera.

23 CATHY LENIHAN: Okay. And so last month I
24 raised that, and we were supposed to have a new
25 Code Enforcer, and we just --

1 MAYOR STUESSI: We are trying to find a new
2 Code Enforcement person.

3 CATHY LENIHAN: Great.

4 MAYOR STUESSI: As I said last month, we put
5 it in our budget this year. We have one, we've had
6 one guy, who is the Building Inspector, Code
7 Enforcement, etcetera. It's not acceptable, it's
8 not enough.

9 CATHY LENIHAN: Yeah.

10 MAYOR STUESSI: And we are in the process.
11 Paul, is interviewing individuals for this role.

12 CATHY LENIHAN: So the solution, for those of
13 us who are living there right now, what's the
14 solution on the weekends for Code Enforcement in
15 the park?

16 MAYOR STUESSI: Alex is working weekends. So
17 if there is a problem, we can get you a contact and
18 reach out in regards to it.

19 CATHY LENIHAN: That would be great. So how
20 will we get that contact information?

21 ADMINISTRATOR PALLAS: We don't really have
22 a -- the only office that you could contact would
23 be the Marina Office, and they would be able to get
24 in contact with him.

25 CATHY LENIHAN: I'm sorry. What office?

1 ADMINISTRATOR PALLAS: The Marina. At the --
2 at our Marina Office. That's the only office
3 that's staffed on the weekend.

4 CATHY LENIHAN: So the -- so the process
5 should be that we'll call the Marina Office?

6 ADMINISTRATOR PALLAS: And they will get in
7 touch with him.

8 CATHY LENIHAN: And they'll get in touch with
9 Alex?

10 ADMINISTRATOR PALLAS: Yes.

11 CATHY LENIHAN: Okay. And one other thing,
12 and maybe it's not possible, because I've heard
13 some conversations about the website, and you have
14 to take things down before you can put things up.
15 We talked about having new signs put on Fifth
16 Street Park, and you haven't had the time or we
17 don't have the resources yet to put them up there.
18 But when you look at the Greenport website, under,
19 I think it's forms and applications, in the Clerk's
20 Office, there are specific applications for public
21 assembly permit for Mitchell Park. I would like to
22 see -- can we have the same for Fifth and Sixth
23 Street Park? Because it seems like all summer
24 we've had large parties down there. I'm not sure
25 if we've gotten any permits. But it would be nice

1 for the residents in our neighborhood to know if
2 there's going to be a big party. And if there --
3 and we -- if we -- if nobody's filled out an
4 application, you're missing out on a lot of money,
5 because there are parties every weekend.

6 So if we could do some publicity, like a
7 permit is required if you have people of a party of
8 more than 25. But because there's no Code
9 Enforcement, no one does it, right? If no one's
10 going to come down and say you can't do it, they're
11 just going to keep continuing to do it. So if it's
12 more visible, if it's up on the Village website.

13 There's also a resolution and guidelines for
14 Mitchell Park on the website. I would ask that --
15 I think years ago there might have been a
16 resolution by the Board to put up the signs in the
17 park. I think this went back and forth, and decide
18 what the code was, right? So I think there was a
19 resolution. Is it possible that that resolution
20 and the guidelines for Fifth and Sixth Street Park
21 are also posted on the Greenport website?

22 TRUSTEE PHILLIPS: Cathy, can I just give
23 you, that the -- at the last Wednesday meeting of
24 the Code Committee, we were discussing the noise
25 ordinance, which we will be bringing -- next week

1 we'll be discussing the Chapter 101, which is
2 dealing with the beach, and the noise, and the
3 code, and looking at the code to update it, and
4 remove some things and add some things. So if you
5 would like to attend that meeting next Wednesday,
6 it's at the Schoolhouse at 4 o'clock. That's one
7 of our agenda items, okay?

8 CATHY LENIHAN: Okay.

9 TRUSTEE PHILLIPS: All right. Either that,
10 or if you have any other thoughts, please email me
11 at my Trustee's email address. Or if anyone has
12 any other, because we will be going over the rules
13 and regulations of Fifth Street Beach and a lot of
14 other things. We've all heard this, but it's all
15 being worked in with the noise ordinance. We're
16 reviewing both at the same time.

17 CATHY LENIHAN: Okay. Thank you.

18 TRUSTEE PHILLIPS: Okay?

19 MAYOR STUESSI: We do occasionally see
20 requests for permits for larger events at --

21 TRUSTEE PHILLIPS: Yes, we do.

22 MAYOR STUESSI: -- at the Fifth Street Park.

23 CATHY LENIHAN: And how is that communicated
24 to those of us who live in the neighborhood? And
25 does the permit allow for amplified music and

1 alcohol?

2 TRUSTEE PHILLIPS: That's part of the --
3 that's part of the noise ordinance. No, amplified
4 music is not allowed down there.

5 CATHY LENIHAN: Okay.

6 TRUSTEE PHILLIPS: I understand there was a
7 party this past weekend that had the generator in
8 the -- in the bushes that was continued -- we all
9 are hearing it, we all hear you, that's why this is
10 being brought up under the noise ordinance, so that
11 we can make sure that there's no conflicts between
12 the two.

13 And, also, some of the -- I believe some of
14 the suggestions that were on -- being put on the
15 sign were actually in the code, so we have to -- we
16 have to tighten that up, okay? But anybody there,
17 we have -- the Fire Department will be having a
18 picnic down there on Labor Day weekend. You will
19 be having the Chris Hamilton's fundraiser is going
20 to be --

21 TRUSTEE BRENNAN: The pig roast.

22 TRUSTEE PHILLIPS: Huh?

23 TRUSTEE BRENNAN: The pig roast.

24 TRUSTEE PHILLIPS: The pig roast is going to
25 be down there as well.

1 SARA DUFFY EDWARDS: There's a baptism
2 Labor Day.

3 TRUSTEE PHILLIPS: There's a baptism, so --

4 TRUSTEE DOUGHERTY-JOHNSON: These are in the
5 resolutions tonight

6 TRUSTEE PHILLIPS: These are in the
7 resolutions.

8 CATHY LENIHAN: Oh, okay.

9 TRUSTEE PHILLIPS: You have to -- so if you
10 look on the website and you look at the agenda for
11 the regular Board meeting, we have to approve the
12 mass assembly permits, okay?

13 CATHY LENIHAN: Okay.

14 TRUSTEE BRENNAN: I'd like to add a
15 clarification on one of Cathy's comments. The
16 public assembly permit applies to all of our public
17 spaces, correct?

18 TRUSTEE PHILLIPS: Correct, yes.

19 ADMINISTRATOR PALLAS: That's correct.

20 There's just some -- there are some --

21 MAYOR STUESSI: Moore's Woods, the Skateboard
22 Park.

23 CATHY LENIHAN: Right. But there's one very
24 specific to Mitchell Park, and it -- I think that
25 it might raise awareness that it's needed if it's

1 identified specifically on the website. Because
2 right now, it's just listed, there's one for
3 Mitchell Park, there's a resolution and guidelines
4 for Mitchell Park, and everything else is kind of
5 just a public permit.

6 TRUSTEE PHILLIPS: Well, as I said, the
7 website has been a topic of discussion on my part
8 for a while, so, hopefully, we'll be able to move
9 forward with some of the changes, okay?

10 TRUSTEE BRENNAN: That's a good suggestion.

11 MAYOR STUESSI: Yeah.

12 TRUSTEE ROBINS: And just on Mitchell Park, I
13 was on Board when -- I guess it was about eight
14 years ago, maybe 10 years ago, we developed what's
15 known as the Mitchell Park Policy --

16 TRUSTEE PHILLIPS: That's what --

17 TRUSTEE ROBINS: -- guidelines. You know, we
18 had questions about who could use it, you know,
19 with various organizations and things like that.
20 So we felt the need to develop a policy as -- you
21 know, so that is probably the most formal policy
22 that the Village has on park space.

23 CATHY LENIHAN: Thank you.

24 MAYOR STUESSI: And then one of the things I
25 would ask you to be patient on is, as we get a new

1 Code Enforcement on -- person on and start looking
2 into this, which will more than likely be more of
3 an issue even next summer, of course, because
4 summer is ending, but we also have to be careful as
5 a Village that we're not impinging on anybody's
6 constitutional rights with families gathering. And
7 sometimes multiple families will gather. Next
8 think you know, it's more than 25 people, with
9 friends, etcetera.

10 So, you know, one of the things that our
11 Village Counsel is looking at with us is vet some
12 of these rules and regulations. They're
13 participating in the Code Committee meetings, and
14 so that would be part of the discussion.

15 Somebody had made a complaint that somebody
16 was camping in that park recently, and it was,
17 you know, some sorted tented structure for children
18 that they were using during the daytime, and he was
19 spending the night. So it's, you know, a little
20 bit of balance, and, obviously, much more work to
21 be done.

22 CATHY LENIHAN: Uh-huh.

23 MAYOR STUESSI: So thank you.

24 CATHY LENIHAN: Yeah. And I think it's not
25 the volume of people. I don't think anybody minds

1 having a park filled, it's a public park. I think
2 it's the volume of people, the alcohol, and the
3 amplified music is what makes it challenging. So
4 thanks.

5 MAYOR STUESSI: And safety from cars.

6 CATHY LENIHAN: Yes.

7 MAYOR STUESSI: Thank you.

8 CATHY LENIHAN: All right. Thanks.

9 TRUSTEE BRENNAN: Thank you.

10 MAYOR STUESSI: Would anybody else like to
11 speak? Yes, Ms. Osinski.

12 ISABEL OSINSKI: Isabel Osinski, 307 Flint
13 Street. Regarding the parking and on the Long
14 Island Railroad, I'm wondering if you harden the
15 surface there, are you going to develop a runoff
16 plan? Because the runoff in the current parking
17 lot goes directly into the water and is fairly
18 unchecked, and more water running off these parking
19 lots is polluting the water.

20 MAYOR STUESSI: So I'll let the Village
21 Administrator speak to what was done. Again, there
22 was multiple years worth of work that went into
23 this, including --

24 ISABEL OSINSKI: Oh, okay, that's good.

25 MAYOR STUESSI: -- engineering and State

1 sign-offs and all that, but --

2 ISABEL OSINSKI: I just want to know there's
3 a --

4 ADMINISTRATOR PALLAS: On the north, on the
5 north side, there's a full drainage system being
6 put in, drainage galley, similar to what's on the
7 end of Fifth, Fifth Street. On the south side,
8 that we're resurfacing. So there's really not
9 going to be any major changes to the drainage or
10 water flows, or anything on that side. But on
11 the -- on the north side, where all the new
12 pavement's going to go, it's going to be fully
13 contained.

14 ISABEL OSINSKI: Okay. Because the -- if you
15 walk along the beach by the southern parking lot,
16 you can sink into your knees in the silt.

17 Also, while you're redesigning the runoff
18 around Sixth Street, you might want to -- if you're
19 going to do a little -- little turn-about, you
20 might as well incorporate a couple of dry wells
21 into the middle of the round-about for runoff, so
22 that you take care of two problems at one time.

23 MAYOR STUESSI: Good idea.

24 ISABEL OSINSKI: And, also, you should give
25 that guy with the merry-go-round, you should give

1 him a free ride.

2 (Laughter)

3 ISABEL OSINSKI: Thank you.

4 MAYOR STUESSI: Would anybody else like to
5 speak this evening?

6 (No Response)

7 MAYOR STUESSI: All right. We will move on
8 to our resolutions. These have been published on
9 the website. We have a full copy here. If it's
10 okay with the Board, what I would suggest doing is
11 rather than reading the entire resolution, you just
12 read the number, and we will vote for approval and
13 make a motion on it without reading the contents of
14 it. Is everybody okay with that?

15 TRUSTEE BRENNAN: Yeah, I get the point. We
16 talked about this last week --

17 MAYOR STUESSI: Yeah.

18 TRUSTEE BRENNAN: -- because there were some
19 very long resolutions. But some of the speakers
20 today were concerned about, like, where they're
21 hearing about public assembly permits and things.
22 And if we -- and these are short resolutions. And
23 if we just refer to the number, I think it's one
24 less opportunity for the public to hear what it is
25 we're resolving to do.

1 MAYOR STUESSI: Okay.

2 TRUSTEE BRENNAN: So I'm a little concerned.

3 TRUSTEE PHILLIPS: And the other -- and the
4 other point is, is if we as the Trustees would like
5 to have a discussion on it, just reading the number
6 off doesn't give the public an idea of what, what
7 we're really doing, okay?

8 TRUSTEE BRENNAN: Right. So --

9 TRUSTEE PHILLIPS: And the agenda's short
10 tonight, so we could get through it quickly.

11 TRUSTEE BRENNAN: And not to say that we
12 can't do that --

13 TRUSTEE PHILLIPS: Yeah, it's just --

14 TRUSTEE BRENNAN: -- maybe in some other
15 instances, particularly when there's long ones.
16 I'd prefer not to skip over it.

17 MAYOR STUESSI: Lily, you're up.

18 TRUSTEE DOUGHERTY-JOHNSON: All right.

19 *RESOLUTION #8-2023-1, RESOLUTION adopting the*
20 *August, 2023 agenda as printed.* So moved.

21 TRUSTEE ROBINS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 Motion carries.

4 TRUSTEE ROBINS: *RESOLUTION #08-2023-2,*
5 *RESOLUTION accepting the monthly reports of the*
6 *Greenport Fire Department, Village Administrator,*
7 *Village Treasurer, Village Deputy Clerk, Village*
8 *Attorney, Mayor and Board of Trustees. So moved.*

9 TRUSTEE BRENNAN: Second.

10 MAYOR STUESSI: All in favor?

11 TRUSTEE ROBINS: Aye.

12 TRUSTEE BRENNAN: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE DOUGHERTY-JOHNSON: Aye.

15 MAYOR STUESSI: Aye.

16 TRUSTEE BRENNAN: *RESOLUTION #08-2023-3,*
17 *RESOLUTION to declare as surplus, and no longer*
18 *needed for municipal purposes, the Village of*
19 *Greenport Fire Department vehicle known as "Fire*
20 *Engine 8-3-5". So moved.*

21 TRUSTEE PHILLIPS: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 Motion carries.

4 TRUSTEE PHILLIPS: *RESOLUTION #08-2023-4,*
5 *RESOLUTION approving the donation of Village of*
6 *Greenport Fire Department vehicle known as*
7 *"Fire Engine 8-3-5" as is, without warranty or*
8 *representation of condition to the Terry Farrell*
9 *Firefighters Fund. So moved.*

10 TRUSTEE DOUGHERTY-JOHNSON: Second.

11 MAYOR STUESSI: All in favor?

12 TRUSTEE ROBINS: Aye.

13 TRUSTEE BRENNAN: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE DOUGHERTY-JOHNSON: Aye.

16 MAYOR STUESSI: Aye.

17 Motion carries.

18 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #8-2023-5,*
19 *RESOLUTION authorizing the solicitation of bids for*
20 *the purchase of a one (1) new 2023 (or Current*
21 *Model Year) Dodge Ram 1500 Night Edition or*
22 *Equivalent, as approved by the Village of Greenport*
23 *Fire Department Board of Wardens on August 16th,*
24 *2023; to be used as a Chief's vehicle for the*
25 *Village of Greenport Fire Department, and directing*

1 *the Clerk's office to notice the Request for Bids*
2 *accordingly. So moved.*

3 TRUSTEE ROBINS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion carries.

11 TRUSTEE ROBINS: *RESOLUTION #08-2023-6,*
12 *RESOLUTION approving the hiring of a part-time*
13 *Firehouse Attendant and part-time Administrative*
14 *Assistant. So moved.*

15 TRUSTEE BRENNAN: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 Motion carries.

23 TRUSTEE BRENNAN: *RESOLUTION #08-2023-7,*
24 *RESOLUTION approving the attached Change Order from*
25 *MDB Construction Corp, authorizing Mayor Stuessi to*

1 *execute the Change Orders, and authorizing the*
2 *payment of the attached Change Orders in the amount*
3 *of \$11,330, to the contract between the Village of*
4 *Greenport and MDB Construction Corp for the Roof*
5 *Replacement Project at various Village owned*
6 *facilities. So moved.*

7 TRUSTEE PHILLIPS: Second.

8 MAYOR STUESSI: All in favor?

9 TRUSTEE ROBINS: Aye.

10 TRUSTEE BRENNAN: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE DOUGHERTY-JOHNSON: Aye.

13 MAYOR STUESSI: Aye.

14 Motion carries.

15 TRUSTEE PHILLIPS: *RESOLUTION #08-2023-8,*
16 *WHEREAS, the Village is desirous of renovating the*
17 *North Ferry queueing area as described in a*
18 *proposed Construction License Agreement between the*
19 *Long Island Rail Road Company and the Village of*
20 *Greenport, NOW, THEREFORE, the Board approves the*
21 *proposed Construction License Agreement, subject to*
22 *the Village Attorney approval as to form, and*
23 *authorizes the Mayor to execute the amendment upon*
24 *such approval. So moved.*

25 TRUSTEE DOUGHERTY-JOHNSON: Second.

1 MAYOR STUESSI: All in favor?

2 TRUSTEE ROBINS: Aye.

3 TRUSTEE BRENNAN: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE DOUGHERTY-JOHNSON: Aye.

6 MAYOR STUESSI: Aye.

7 Motion carries.

8 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #8-2023-9,*
9 *RESOLUTION authorizing the solicitation of bids for*
10 *the replacement of siding at the Road Department*
11 *annex building and the roof replacement at the Road*
12 *Department main building, and directing Village*
13 *staff to notice the bid solicitation accordingly.*

14 So moved.

15 TRUSTEE ROBINS: Second.

16 MAYOR STUESSI: All in favor?

17 TRUSTEE ROBINS: Aye.

18 TRUSTEE BRENNAN: Aye.

19 TRUSTEE PHILLIPS: Aye.

20 TRUSTEE DOUGHERTY-JOHNSON: Aye.

21 MAYOR STUESSI: Aye.

22 Motion carries.

23 TRUSTEE ROBINS: *RESOLUTION #08-2023-10,*
24 *RESOLUTION approving the Public Assembly Permit*
25 *Application submitted by the Greenport Fire*

1 *Department for the use of a portion of the*
2 *Fifth Street Beach/Park from 12:00 noon through*
3 *6:00 p.m. on September 23rd, 2023 (sic) for the*
4 *annual Greenport Fire Department Picnic, and*
5 *approving a waiver of the \$50 application fee.*

6 So moved.

7 MAYOR STUESSI: All in favor?

8 TRUSTEE BRENNAN: Second, and a correction.
9 It's September 3rd.

10 TRUSTEE ROBINS: Oh, yes.

11 TRUSTEE BRENNAN: September 3rd, 2023.

12 I second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries.

20 TRUSTEE BRENNAN: *RESOLUTION #08-2023-11,*
21 *RESOLUTION approving the Public Assembly Permit*
22 *Application submitted by the Relief Hose Company #2*
23 *of the Greenport Fire Department for the use of the*
24 *Polo Grounds at Moore's Lane from 9 a.m. through*
25 *1 p.m. from October 24th, 2023 for the Car Show*

1 *Fundraiser, and approving a waiver of the \$50*
2 *application fee. So moved.*

3 TRUSTEE PHILLIPS: Second.

4 MAYOR STUESSI: All in favor?

5 TRUSTEE ROBINS: Aye.

6 TRUSTEE BRENNAN: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE DOUGHERTY-JOHNSON: Aye.

9 MAYOR STUESSI: Aye.

10 Motion carries.

11 TRUSTEE PHILLIPS: *RESOLUTION #08-2023-12,*
12 *RESOLUTION approving the Public Assembly Permit*
13 *Application submitted by Richard Vandenburg on*
14 *behalf of The Greenport Harbor Brewing Company, for*
15 *the annual Oyster Festival, from 1 p.m. through*
16 *6 p.m. on October 8th, 2023 and to include for*
17 *further safety reasons temporarily closing a*
18 *limited amount of Carpenter Street in front of the*
19 *brewery from the intersection of Bay Avenue to the*
20 *driveway entrance of Stidd Systems. So moved.*

21 TRUSTEE DOUGHERTY-JOHNSON: Second.

22 MAYOR STUESSI: All in favor?

23 TRUSTEE ROBINS: Aye.

24 TRUSTEE BRENNAN: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE DOUGHERTY-JOHNSON: Aye.

2 MAYOR STUESSI: Aye.

3 Motion carries.

4 TRUSTEE DOUGHERTY-JOHNSON: *RESOLUTION #8-2023-13,*
5 *RESOLUTION approving the Public Assembly Permit*
6 *Application submitted by Rebecca Santana Caraballo*
7 *on behalf of Iglesia Alfa y Omega for the use of a*
8 *portion of the Fifth Street Beach/Park from 8 a.m.*
9 *through 3 p.m. on September 4th, 2023 for a group*
10 *baptism. So moved.*

11 TRUSTEE ROBINS: Second.

12 MAYOR STUESSI: All in favor?

13 TRUSTEE ROBINS: Aye.

14 TRUSTEE BRENNAN: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE DOUGHERTY-JOHNSON: Aye.

17 MAYOR STUESSI: Aye.

18 Motion carries.

19 TRUSTEE ROBINS: *RESOLUTION #08-2023-14,*
20 *RESOLUTION approving all checks for the Fiscal Year*
21 *2022/2023 per the Voucher Summary Report dated*
22 *08/21/2023, in the total amount of \$1,703.29*
23 *consisting of:*

24 *o All regular checks in the amount of*
25 *\$1,703.29. So moved.*

1 TRUSTEE BRENNAN: Second.

2 MAYOR STUESSI: All in favor?

3 TRUSTEE ROBINS: Aye.

4 TRUSTEE BRENNAN: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE DOUGHERTY-JOHNSON: Aye.

7 MAYOR STUESSI: Aye.

8 Motion carries.

9 TRUSTEE BRENNAN: *RESOLUTION #08-2023-15,*
10 *RESOLUTION approving all checks for Fiscal Year*
11 *2023/2024 per the Voucher Summary Report dated*
12 *7/24/2023, in the total amount of \$2,947,515.16:*
13 *o All regular checks in the amount of*
14 *\$2,551,966.97, and*
15 *o All prepaid checks (including wire*
16 *transfers) in the amount of 395,548 -- I'm sorry.*
17 *In the amount of \$395,548.19. So moved.*

18 TRUSTEE PHILLIPS: Second.

19 MAYOR STUESSI: All in favor?

20 TRUSTEE ROBINS: Aye.

21 TRUSTEE BRENNAN: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE DOUGHERTY-JOHNSON: Aye.

24 MAYOR STUESSI: Aye.

25 Motion carries.

1 TRUSTEE PHILLIPS: And there's only one more
2 statement I want to make. As of August, Mitchell
3 Park debt is paid. Yay.

4 (Applause)

5 MAYOR STUESSI: Brian, did we need to go to
6 executive session, or are you still waiting for
7 something to pick up?

8 ATTORNEY STOLAR: Still waiting.

9 MAYOR STUESSI: Ah. I'll make a motion to
10 close the meeting.

11 TRUSTEE PHILLIPS: Second.

12 TRUSTEE ROBINS: Second.

13 MAYOR STUESSI: All in favor?

14 TRUSTEE ROBINS: Aye.

15 TRUSTEE BRENNAN: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE DOUGHERTY-JOHNSON: Aye.

18 MAYOR STUESSI: Aye.

19 Motion carries. Thank you, everybody.

20 (The Meeting was Adjourned at 7:59 p.m.)

21

22

23

24

25

MDB CONSTRUCTION CORP
5 SPLIT RAIL PLACE COMMACK NY 11725
PH 631-499-5850
DIBELLAROOOF@VERIZON.NET

7/26/23

VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT NY 11944

INVOICE #1 Roof replacements and or Repairs Various Locations Village Of Greenport
Additional work Change orders

TREATMENT PLANT Polymar – Storage build.
6 sheets of ply wood – 20 LF Fasia repair
Total Price Complete for the cost of \$1,950.00

Flint Street Fire Station Upper Roof
20 sheets of plywood complete for the cost of \$6,400.00
Lower roof 3 sheets of ply wood complete for the cost of \$960.00

Village Sloped Basement Roof
3 sheets of plywood Complete for the cost of \$960.00

Road Barn Annex Building Sixth St and Pump Station
3 Sheets plywood ,10 FT of Fasia and Soffit
Complete for the Cost Of \$1,060.00

Total Additional Change Orders Invoice #1 \$11,330.00

**CONSTRUCTION LICENSE AGREEMENT
BY AND BETWEEN
THE LONG ISLAND RAILROAD COMPANY
AND
THE VILLAGE OF GREENPORT**

THIS CONSTRUCTION LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2023 (“Effective Date”), is by and between the Long Island Rail Road Company (“LIRR,” or “Licensor”), a public benefit subsidiary corporation of the Metropolitan Transportation Authority (“MTA”), with a principal office at 93-02 Sutphin Boulevard, Jamaica, New York, 11435, and the Village of Greenport, a municipal corporation of the State of New York, with a principal office at 236 Third Street, Greenport, New York 11944 (the “VILLAGE” or “Licensee”). The LIRR and the VILLAGE shall each be referred to herein, individually, as a “Party” and collectively, as the “Parties.”

WITNESSETH:

WHEREAS, the LIRR is the fee owner of certain property located at or about Wiggins Street, between Fourth Street and Greenport Harbor, in the Village of Greenport, County of Suffolk, State of New York, as shown in the Site Plan, attached hereto and included herein as Attachment A (the “LIRR Premises”);

WHEREAS, (i) the LIRR, as landlord, and the County of Suffolk, as tenant, entered into a lease agreement dated on or about August 14, 1981, pursuant to which LIRR leased to the County of Suffolk four (4) parcels of land containing 108,720 square feet, more or less (collectively, the “Original Premises”), situated south of Wiggins Street, between 4th Street and Greenport Harbor in the Village of Greenport, County of Suffolk, State of New York, including, without limitation, a boat dock, a bulkhead along the waterfront of the Original Premises, LIRR’s railway turntable and related facilities, LIRR’s station building, a parking lot, and a roadway across the Original Premises, (ii) the County of Suffolk and the VILLAGE entered into that sublease agreement dated December 22, 1982 pursuant to which the VILLAGE subleased the Original Premises from the County of Suffolk, (iii) Village of Greenport Resolution dated April 23, 1992 authorizing the County of Suffolk to enter into an amended lease with the LIRR and an amended sublease with the VILLAGE, (iv) the County of Suffolk and the VILLAGE entered into an indemnification agreement dated April 24, 1992, (v) the LIRR and the VILLAGE entered into a first amendment to the lease and a sublease agreement dated on or about January 22, 1993 to amend the permitted use thereunder, (vi) the County of Suffolk and VILLAGE entered into that assignment and assumption agreement dated February 29, 2016 pursuant to which the County of Suffolk assigned its interest in the Original Premises and under the lease to the VILLAGE, and (vii) LIRR and the VILLAGE entered into a second amendment to the lease agreement [dated]¹, to add a parcel of land measuring approximately 20,009 square feet, to the Original Premises, depicted and labeled in Attachment A as the “Proposed Lease Area” (the Original Premises and Proposed Lease Area (but expressly excluding the area on which the communication cases (“C-Case”) are located, as shown on Attachment A and is labeled “Utility Boxes”) collectively, referred to as the “Leased Premises”) (all of the foregoing agreements collectively, referred to as the “Lease Agreement”);

WHEREAS, the VILLAGE desires to construct a project (the “Project”), which includes,

¹ NTD: Parties to add date of second amendment to the lease agreement after it is executed.

inter alia, (i) expansion of the ferry queue capacity; (ii) reconfiguration of access to the ferry; (iii) resurfacing or installation of pavement and expansion of parking in the lot south of the LIRR station; (iv) installation of pavement markings and signs; (v) installation of new sidewalks and ramps; (vi) reconstruction of the parking lot in area surrounding the Seaport Museum; (vii) installation of a [stormwater treatment system south of the LIRR tracks;]² (viii) installation of [a new subsurface infiltration system north of the LIRR tracks;]³ and (ix) the replacement of the wooden guide rails with applicable highway standard guiderails, all of the foregoing in accordance with the scope of work and plans to be approved by LIRR, the preliminary version of which is attached hereto as Attachment B, and as may be amended and updated from time to time upon approval by LIRR (the "Scope of Work");

WHEREAS, part of the Project will require work on the parking lot south of the LIRR station and the pedestrian crossing over the LIRR tracks near the Seaport Museum, as depicted in Attachment A, which are not included, and expressly excluded from the Leased Premises (the "Non-Leased Premises"). The Leased Premises and Non-Leased Premises are hereinafter collectively referred to as the "Licensed Area";

WHEREAS, the VILLAGE requires a temporary revocable license from the LIRR to enter upon the Licensed Area in order to construct the Project in general accordance with the Scope of Work, upon approval by LIRR of a design (the "Permitted Work" or "Work"); and

WHEREAS, the LIRR is willing to grant the VILLAGE a revocable, non-exclusive temporary license to enter upon the Licensed Area for the Permitted Work, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the LIRR and the VILLAGE covenant and agree as set forth above and as follows:

1. GRANT OF TEMPORARY CONSTRUCTION LICENSE.

A. Subject to and in accordance with the terms and conditions of this Agreement, including without limitation, the Access Protocols (as defined herein), the LIRR hereby grants to the VILLAGE a temporary, revocable non-exclusive license for the VILLAGE and its duly authorized employees, contractors, subcontractors, agents and consultants (individually, a "VILLAGE Party", and, collectively, the "VILLAGE Parties") to access and use the Licensed Area solely for the purpose of performing the Permitted Work and for use as a construction staging and work area for equipment, materials, and workers, (the "Temporary License"). The Temporary License granted herein is subject to compliance by the VILLAGE Parties with all the terms and provisions set forth in this Agreement, including satisfaction by the VILLAGE of all Licensee obligations, as a condition of entering onto the Licensed Area, to provide any necessary insurance certificates, and any release and indemnification forms as hereinafter provided. Any modifications or amendments to the Permitted Work that (1) has the potential to impact upon or change the protection needed for the Licensed Area or the LIRR Premises and/or (2) is not expressly permitted under the License shall be submitted to the LIRR for review and approval (any such plan modifications approved by LIRR from time to time, the "Plan Modifications"). Prior to entry to

² Question for Village: Is this improvement going to be located exclusively on LIRR property?

³ Question for Village: Is this improvement going to be located exclusively on LIRR property?

the Licensed Area to perform the Permitted Work, the Village shall first provide to LIRR for its review and approval full sets of stamped design plans prepared by an architect or engineer licensed to practice in the State of New York with qualifications and experience performing work of a similar in nature and complexity to the work to be performed,

B. The VILLAGE Parties may enter the Licensed Area for the sole purpose of performing the Permitted Work and for no other purpose. Any Work proposed to be performed by the VILLAGE on the Licensed Area pursuant to this Agreement shall be done at such time or times, in such manner, with such materials and under such general conditions and in accordance with such plans as shall be satisfactory to and approved in writing by the LIRR, or its duly authorized agent. Any such Permitted Work shall be carried out in such a way as will not interfere with the proper and safe use, operation and enjoyment of the LIRR's property, including work associated with operation of the railroad. The VILLAGE shall, after the performance of any such Work, restore the Licensed Area to the same or as good a condition as existed prior to the commencement of said Work, taking into account changes to the Licensed Area made pursuant to the Permitted Work performed in accordance with plans approved by LIRR pursuant to the terms of this Agreement.

C. The Temporary License granted to the VILLAGE to perform the Permitted Work shall be exercised: (i) in a prompt, safe, limited, and efficient manner; and (ii) so that, on completion of the Permitted Work, the Licensed Area is restored in compliance with Section 11 hereof, with all debris removed. The VILLAGE shall diligently perform and complete, and cause its VILLAGE Parties to diligently perform and complete using good faith efforts, and fully complete, in a good and workerlike manner, the Permitted Work and any Plan Modifications in accordance with the Access Protocols, sound construction practices that meet or exceed the standards generally observed by professionals performing services of a similar nature under similar circumstances, and applicable law and the terms, conditions and provisions of this Agreement applicable to the performance of such Work.

D. The rights granted herein shall be a limited license only, and no easement shall be created as a result of this Agreement or the VILLAGE's use of the Licensed Area. Upon the expiration or earlier termination of this Agreement, the Temporary License granted herein shall be deemed expired.

E. LIRR shall have the right (but shall not be required) to pre-approve in writing VILLAGE's subcontractors and other VILLAGE Parties performing work within the Licensed Area. The VILLAGE shall fully inform, and require compliance by, all VILLAGE Parties of the terms and conditions of this Agreement. Any subcontracts or other agreements between the VILLAGE and VILLAGE Parties shall expressly incorporate this Agreement by reference and stipulate that the services performed and/or equipment and/or materials furnished shall comply with the requirements of this Agreement.

F. No entry or use of the Licensed Area for the Permitted Work will be allowed until LIRR has issued a written notice (email acceptable) that the VILLAGE may proceed, upon satisfaction (or waiver in writing by LIRR, of each of the following conditions): (a) this Agreement is executed by all Parties; (b) all required insurances are obtained and evidence of such insurances on the appropriate ACORD certificate of insurance form satisfactory to LIRR is provided to LIRR, together with an endorsement to the applicable policy showing the required additional insureds; (c) VILLAGE submits and receives LIRR's approval of a schedule for all Permitted Work, upon prior notice to LIRR's chief engineer ("LIRR Chief Engineer") which shall be no less than five (5) business

days; (d) VILLAGE provides the notice required in Section 5 of this Agreement and LIRR has advised that it is in a position to handle the request; (e) VILLAGE, and any contractors and subcontractors successfully complete any safety training and any other training required by LIRR (the foregoing, collectively, referred to as “Access Protocols”).

G. VILLAGE will provide, implement and enforce a health and safety plan and will comply with and enforce all safety regulations in the Licensed Area, including but not limited to (i) the use of safety glasses and hard hats, and (ii) the requirements of 49 CFR Part 219.

H. The VILLAGE acknowledges that the LIRR has not made and does not make any representations with respect to the condition of the Licensed Area and the VILLAGE shall have no claim against the Indemnitees Parties (as defined in Section 15) arising out of the condition of the Licensed Area, it being specifically agreed that the VILLAGE accepts the Licensed Area for all purposes, on an “as is” and “where is” basis. LIRR does not make, and hereby disclaims, any express, implied, statutory, or common law warranty, guarantee, or promise, representation or assurance including any warranty of fitness for a particular purpose, concerning the suitability or condition of the Licensed Areas for any purpose including, without limitation, the Project.

I. This Agreement and the Temporary License granted to the VILLAGE are, and at all times shall be, subject and subordinate to all leases, agreements, easements, covenants, mortgages, deeds of trust, liens, encumbrances and agreements now existing or hereafter enter into which may be recorded against or otherwise affect the real property of the LIRR Premises, of which the Licensed Area forms a part of. This Agreement does not create or grant to VILLAGE or VILLAGE Parties any right, title, estate or interest of any kind or character in or to the Licensed Area or any MTA property and does not constitute covenants that run with the land.

J. In accordance with the terms of the second amendment to the lease agreement, the VILLAGE hereby covenants and agrees that:⁴ (1) LIRR’s vehicles may need to utilize the parking areas of the Licensed Area and should be exempt from ticketing; (2) VILLAGE must ensure wood guide rail is intact and functional⁵; (3) VILLAGE must ensure that parking stops are installed to prevent cars from entering the railroad track area; (4) Emergency access/fire lane must be maintained; (5) VILLAGE must ensure that the locations of all of LIRR’s and all third-party utilities are located and “marked out” so that their locations are identified by the VILLAGE’s contractors and their subcontractors, if any, at least ten (10) business days prior to the commencement of any construction or excavation activities; (6) the operation of LIRR’s communication poles on the Licensed Area and any areas adjacent to the Licensed Area must not be disrupted; and (7) notwithstanding anything to the contrary in the Lease Agreement, VILLAGE and VILLAGE Parties have access to the Leased Premises and the adjacent C-Case twenty-four (24) hours a day/seven (7) days a week, and may repair and maintain the LIRR’s communication poles thereon as and when the LIRR deems necessary.

2. TERM OF AGREEMENT; TERMINATION.

A. Unless sooner terminated according to its terms or subsequently modified in writing and agreed to by both Parties, this Agreement is effective as of the Effective Date and shall end

⁴ NTD: Parameters are from Paragraph 3 of the draft Second Amendment to the Lease Agreement. May need to update if Second Amendment to Lease Agreement is updated.

⁵ NTD: This provision may need to be deleted (in both second amendment to lease and this CLA) as Village has to upgrade the wood guide rail to meet State standards.

automatically at midnight on the sooner of: (1) the date of completion of the Permitted Work (including restoration of the Licensed Area pursuant to Section 11), (2) the date of expiration or earlier termination of the Lease Agreement, or (3) [ALT 1: (_____) days from the Effective Date of this Agreement; ALT 2: (INSERT END DATE)]⁶ (the “Expiration Date”). Prior to expiration or termination, the VILLAGE must vacate and remove its materials, equipment and property from the Licensed Area and restore the Licensed Area pursuant to Section 11 hereof. If the VILLAGE no longer needs use of or access to the Licensed Area for itself or its VILLAGE Parties prior to the expiration of this Agreement, VILLAGE shall so notify LIRR in accordance with Section 5(C) hereof and in such event this Agreement shall end and expire on the date indicated in such notification or the date set forth above for its expiration, whichever is earlier.

B. In addition to all other rights and remedies under this Agreement, LIRR may terminate and/or revoke this Agreement and the license granted hereunder in its sole and absolute discretion (for any reason or for no reason), upon sixty (60) calendar days’ prior written notice to VILLAGE (which period need not include full calendar months). LIRR’s notice in the preceding sentence may be given by LIRR, by LIRR’s attorneys or by LIRR’s property manager (which, as of the date hereof, is Greystone Management Solutions). Upon the revocation of any license or termination of this Agreement, VILLAGE shall immediately discontinue its use of the Licensed Area and vacate from the Licensed Area.

3. **LICENSE FEE.** The fee for the Temporary License granted hereunder shall be one dollar (\$1.00), payment of which is hereby waived.

4. **ACCESS.**

A. The VILLAGE’s exercise of the Temporary License by the VILLAGE or any VILLAGE Party shall be subject to the terms and conditions of this Agreement, including without limitation, the Access Protocols.

B. The VILLAGE understands that the Licensed Area is located adjacent to active rail road and public transportation facilities and as such, the use and maintenance of the Licensed Area in a safe and secure manner and condition is of paramount importance to LIRR. LIRR and the VILLAGE agree that LIRR has no responsibility to the VILLAGE with respect to the Project, other than to provide access to the Licensed Area in accordance with this Agreement. The VILLAGE shall be solely responsible for securing and safeguarding (i) its employees, agents and authorized invitees, and any VILLAGE Party acting on its behalf in accessing or using any portion of the Licensed Area; (ii) the VILLAGE Project; and (iii) any and all equipment, tools, supplies, materials and other personal property of the VILLAGE or VILLAGE Parties brought onto or located at or about the Licensed Area, against loss, theft, and damage in the Licensed Area.

C. Any access by the VILLAGE or any VILLAGE Party, and any Work performed by or on behalf of the VILLAGE throughout the term of this Agreement, shall be conducted in such manner and at such time, that it shall in no way interfere with the traffic or operations of the Long Island Rail Road system (the “Railroad System”), except as approved by the LIRR in writing.

D. The VILLAGE shall and shall cause the VILLAGE Parties to, at all times, comply with the instructions of the LIRR personnel at the site. In no event shall the VILLAGE’s exercise of the Temporary License entitle the VILLAGE, or the VILLAGE Parties to free transportation on

⁶ Question to Village: How long do you anticipate the work will take to complete?

the Railroad System. The LIRR shall also have the right to require background checks, badging and other safety and security procedures with respect to all the VILLAGE Parties seeking access to the LIRR's property.

E. At all times, the LIRR reserves unto itself the right: (i) to install, construct, maintain, repair and renew, as may be required by LIRR at LIRR's sole discretion, any transportation facilities that may now exist or may be hereafter constructed or installed by LIRR within the LIRR Premises or the Licensed Area; and (ii) to grant any third party the right to lease, license or access over, under, across and through the Licensed Area (including without limitation the right to install, construct, maintain, repair, renew, and inspect the pole, pipe, wire lines and other utilities on, over, under, through and across the Licensed Area, or for any purpose without notice to the VILLAGE and LIRR shall retain all compensation that may be obtained therefrom, but the LIRR shall require that such other parties do not materially and adversely interfere with the VILLAGE's Project). LIRR shall at all times have access, without notice to the VILLAGE, to the Licensed Area. The VILLAGE covenants and agrees that it shall not interfere with access or use by LIRR of the Licensed Area, or by parties acting by and through the LIRR.

F. The VILLAGE acknowledges that the primary responsibility of the LIRR is to operate the Railroad System. The rights or privileges granted shall be exercised by the VILLAGE subject at all times to (x) the prior and paramount right of the LIRR, in its absolute discretion, to operate the Railroad System according to the requirements and exigencies of the public interest, and (y) the prior and paramount right of the LIRR to operate the trains in the Railroad System on the schedule established by the LIRR.

G. If LIRR is unable to make available the Licensed Area for the VILLAGE's use on any particular date, for any reason whatsoever, LIRR will not be liable to the VILLAGE for such failure to make the Licensed Area available on said date and the validity of this Agreement will not be impaired thereby.

H. The VILLAGE shall and will ensure that the VILLAGE Parties comply at all times with the terms of this Agreement and conduct its business in the Licensed Area in such a manner so as to not impede or interrupt the free flow of vehicular and pedestrian traffic at the LIRR Premises or interfere in any way with the operation of the Railroad System (except as approved by the LIRR in writing).

I. Except for the initial construction of the Project under the terms of this Agreement, the VILLAGE may not construct or install any improvements or structures at, or make any additions or alterations to, the Licensed Area without the prior written consent of LIRR, which consent may be withheld by LIRR in its sole and absolute discretion.

5. NOTIFICATION TO LIRR.

A. VILLAGE shall notify LIRR's Chief Engineer at least five (5) business days in advance, or such shorter period as may be agreed to by the Parties, before entering upon or commencing or allowing its subcontractor(s) or any other VILLAGE Party to perform any Work to enter upon or commence any Work upon the Licensed Area and shall keep or cause its VILLAGE Parties to keep LIRR's designee fully advised of all activities.

B. VILLAGE must advise LIRR's project manager ("LIRR Project Manager") on a weekly basis of its Work progress as it relates to its use and occupancy of the Licensed Area.

C. VILLAGE shall notify LIRR's designee in writing when the Work is complete and VILLAGE intends to permanently vacate and remove its materials, equipment and property and all VILLAGE Parties from the Licensed Area.

D. In the event of an accident, injury or damage to the Licensed Area, VILLAGE shall immediately notify LIRR's Project Manager by phone and by e-mail.

6. HAZARDOUS SUBSTANCES.

A. The VILLAGE shall (i) not generate, manufacture, transport (except to remove Hazardous Substances as approved by LIRR in writing), treat, discharge, store, install, dispose of or otherwise handle at, on or in the LIRR Premises, or in or around any facility at which the LIRR Premises is located, any hazardous materials, hazardous waste, hazardous substances, pollutants, dangerous or toxic materials or wastes, including, without limitation, any petroleum or petroleum products, or asbestos or asbestos containing materials, or any other substance, waste, constituent or material defined or regulated as such in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., each as amended, or any other federal, state or local law now or hereafter in effect and regulating, relating to, or imposing liability or standards of conduct concerning air emissions, water discharges, noise emissions, the release or threatened release or discharge of such materials into the environment or otherwise concerning pollution or the protection of the outdoor or indoor environment or employee and human health and safety (all of the foregoing herein referred to as "Hazardous Substances"); (ii) at its own cost and expense, perform all Required Remediation Activities (defined below) and investigate, remove, dispose of, clean-up and remedy any Hazardous Substance in the LIRR Premises or any facility at which the LIRR Premises is located, including, without limitation, any plants that contain or may contain toxins or other Hazardous Substances to the satisfaction of the LIRR and in compliance with all applicable law and insurance requirements, if the presence of such Hazardous Substances resulted from the VILLAGE's acts or omissions, or any one of the VILLAGE Parties, or otherwise was caused by the VILLAGE or VILLAGE Parties and (iii) to the fullest extent permitted by applicable law, defend, indemnify and hold harmless the Indemnitees, their past, present and future affiliates, and their respective partners, members, officers, directors, employees, agents, representatives, successors and assigns, from and against any and all liabilities, claims, costs, expenses, fines, damages, penalties, fees or expenditures, including reasonable attorney fees, arising from VILLAGE acts or omissions, Required Remediation Activities, and any environmental conditions or contamination caused by the VILLAGE or its contractors, subcontractors or agents, or any violations of law pertaining to environmental conditions or contamination, including, without limitation, the presence of or release of Hazardous Substances at the LIRR Premises, personal injury resulting from exposure to, or the release of, Hazardous Substances, natural resource damages, and the disposal or arrangement for disposal of a Hazardous Substance by the VILLAGE. The foregoing shall not preclude the VILLAGE from using and storing cleaning supplies in the ordinary course of the VILLAGE's business, provided that (a) such materials are in small quantities, properly labeled and contained, (b) such materials are handled and disposed of in accordance with accepted industry standards, and (c) such materials are used, transported, stored, handled and disposed of in accordance with all applicable law and the requirements of all applicable insurance policies.

B. As used herein, "Required Remediation Activities" means all assessment, testing, removal, abatement, remediation, and/or any other activity required to be performed under applicable environmental laws arising from or in connection with, or caused by, or exacerbated as

a result of any VILLAGE acts or omissions.

C. The obligation in this Section 6 shall survive the expiration or sooner termination of this Agreement.

7. DESIGN AND CONSTRUCTION OF THE PROJECT.

A. The VILLAGE may not commence any Work in the Licensed Area until the LIRR has reviewed and approved the design, materials, schedule and plans and specifications for the Scope of Work, [including the design plans submitted by the VILLAGE for the Project, which is attached herein as Attachment F]⁷. Any approvals by the LIRR with respect to the Scope of Work, any modifications thereto, the materials and methodologies used by the VILLAGE or its contracts is not intended to and shall not constitute an opinion or agreement of the LIRR, the MTA or their affiliates, employees, contractors or agents that the same are adequate or sufficient for their intended purpose, are in compliance with any law or the design. The LIRR and the MTA do not assume any responsibility or liability with respect to their safety, sufficiency, reliability or otherwise, whether apparent on their face or otherwise, which responsibility or liability shall be and remain with the VILLAGE.

B. The VILLAGE acknowledges that maintaining safe conditions on the LIRR Premises at all times during the term of this Agreement is of utmost importance. Prior to commencement of the Permitted Work, the VILLAGE shall provide to the LIRR work and safety plans, including a job hazard analysis, for such work and construction activities which shall be approved by LIRR.

C. Notwithstanding any other provision of this Agreement to the contrary, in connection with all Work being performed by or on behalf of the VILLAGE which is a public improvement for purposes of Section 5 of the New York Lien Law for which no public fund has been established, the VILLAGE shall post, or cause to be posted, at no cost to LIRR, a bond or other form of undertaking guaranteeing prompt payment of moneys due to contractors, their subcontractors and to all persons furnishing labor or materials to the contractors or their subcontractors in prosecution of the work on the public improvement, to the extent required under Section 5 of the New York Lien Law.

D. The VILLAGE, at its sole cost and expense, shall make all necessary provisions and take all necessary steps to protect the existing track, track support, ballast, walls, duct lines, drainage lines, signage, lighting, conduit, cable, and all other facilities located on or about the portions of the LIRR Premises where the Work is taking place, as well as LIRR personnel, throughout the course of the performance of the Work. The VILLAGE further agrees that during construction and any maintenance or other work is being performed by the VILLAGE, VILLAGE shall not interfere with LIRR operations, or any facilities on the LIRR Premises, except as approved by LIRR in advance in writing and subject to the conditions included therein.

E. The LIRR shall have the right to inspect, test and examine all Work within the LIRR Premises, including all materials and workmanship. Upon request by the LIRR, the VILLAGE shall ensure that it, or VILLAGE Parties, promptly facilitate the LIRR's investigation of same.

⁷ NTD: To be edited if design plans are approved prior to Effective Date and/or the guiderail replacement design is still outstanding.

8. FORCE ACCOUNT PERSONNEL AND FORCE ACCOUNT COSTS.

A. Except as otherwise expressly set forth in this Agreement, LIRR will furnish the services of their inspectors, watchpersons, flagpersons, lookouts, engineers, technical and professional staff, laborers, LIRR field personnel or other personnel employed or retained by LIRR, including general engineering consultant personnel (as applicable) to act as an extension of LIRR staff (collectively, "Force Account Personnel") with respect to design, construction and operation of the Project, which require access to or interference with the LIRR Premises and operations, (i) to the extent required by applicable contractual obligations under applicable labor agreement, (ii) which affect LIRR's railroad tracks (including third rail), signal and communications systems, electric tractions systems, electrical power and lighting system, mechanical and plumbing systems, infrastructure, other utility systems, and roadways, pathways and access ways at the LIRR Premises, and/or (iii) as required by the approved plans, specifications and according to the Approved Construction Schedule, as defined in Section 8(B). The availability and scheduling of Force Account Personnel shall at all times be subject to the availability of resources and labor and LIRR's operational needs (including without limitation, work of the LIRR), which shall take precedence in all cases. The VILLAGE with the assistance of the LIRR shall identify and highlight all such work in the development of the work plans. No Work which requires Force Account Personnel shall proceed if the necessary Force Account Personnel are not present. If at any time the LIRR, in its sole but reasonable discretion, deems additional Force Account Personnel desirable and necessary to protect operations or property, LIRR shall have the right to utilize such additional Force Account Personnel. The provision of Force Account Personnel and track outages and/or foul time is subject to full reimbursement of LIRR's costs by the VILLAGE. The instructions from the Force Account Personnel that are intended to assure that the Work is performed safely and in accordance with the Approved Plans and Specifications, must be strictly and promptly obeyed by the VILLAGE and VILLAGE Parties. A failure to follow instructions from LIRR's personnel at the Licensed Area (or the surrounding area) will lead to withdrawal of this Agreement, thus closing the Licensed Area to VILLAGE and VILLAGE Parties, if any.

B. LIRR's Project Manager shall, to the extent practicable and subject at all times to the availability of resources and personnel (and applicable union agreements), and the priority of LIRR's operational needs, assign and supply Force Account Personnel and arrange any track outages or foul time based on the construction schedule approved by the LIRR (the construction schedule for the performance of work comprising the approved Work plans and specifications, as submitted by the VILLAGE and approved by LIRR in writing (as the same may thereafter be updated, modified and/or supplemented upon written approval by LIRR), the "Approved Construction Schedule").

C. Any furnishing of (or failure to furnish) LIRR Force Account Personnel by LIRR, will not release VILLAGE from any and all other liabilities assumed by VILLAGE under the terms of this Agreement.

D. The Work shall be performed at the sole cost and expense of the VILLAGE, and the VILLAGE shall reimburse LIRR for all labor, materials and equipment costs and related expenses actually incurred by the LIRR in good faith connection with or as a result of the performance of the Work and any LIRR activities and work in support of the VILLAGE's Project. The VILLAGE agrees that it shall be liable for the LIRR's Force Account Costs (defined below) and any other costs of any kind which the LIRR may incur in connection with activities under this Agreement. The VILLAGE agrees to pay or reimburse the LIRR for the entire cost

of any work performed by the LIRR in support of the Project and the Scope of Work, including engineering review services, flagging and safety support. In no event shall LIRR be responsible to the VILLAGE for any costs, fees or liabilities associated with a delay. The costs incurred by LIRR shall be paid or reimbursed by the VILLAGE within thirty (30) days of receipt of an invoice from LIRR for such costs.

E. The VILLAGE's obligation to pay or reimburse the LIRR shall include any services provided by the LIRR and the premiums of any and all insurance policies procured by the LIRR under this Agreement in accordance with said Project. The VILLAGE's obligation to pay or reimburse the LIRR shall be limited to the actual work performed and provided by the LIRR to support the construction of the Project and any activities related to LIRR's management and support to this Agreement (including without limitation the VILLAGE's use and enjoyment of the Licensed Areas).

F. Upon the Effective Date and through the term of the Agreement, the LIRR shall submit to the VILLAGE evidence of the costs for the aforesaid work performed or facilities provided by the LIRR, as evidenced by reasonably detailed invoices. The VILLAGE shall reimburse the LIRR in the amount of the approved costs so submitted for work performed and facilities provided, and for the liability insurance policy or policies procured by the LIRR, which LIRR estimates shall not exceed the sum of \$96,910 (the "Force Account Estimate"); it being understood that nothing herein shall be construed as obligating the LIRR to support or complete all the work described herein by LIRR for the amount of the estimate, which is an estimate only and that such sum is based upon the LIRR's Force Account Estimate dated July 21, 2023 and August 2, 2023, attached hereto and included herein as Attachment C. Whenever the actual costs have reached 75% of the approved cost estimate and any supplemental agreement or at any point where the LIRR reasonably anticipates that there will be a cost overrun, the LIRR may request a supplemental agreement to cover such anticipated cost overrun which shall be reasonably supported by an updated force account estimate. Should the VILLAGE determine that it has, at any point during the Project, incurred Force Account Costs totaling approximately 75% or more of the then current force account cost estimate, and the VILLAGE anticipates that the Force Account Costs will exceed such force account cost estimate prior to completion of the Project, the LIRR shall provide an updated force account cost estimate to the VILLAGE within a reasonable time upon request by the VILLAGE. In the event the cost of the work performed hereunder by the LIRR shall reach the amount of the estimate before completion of construction or completion of the Project and the Parties hereto fail to reach agreement after a reasonable period of negotiation as to reimbursement for additional costs, the Temporary License granted hereunder to the VILLAGE to enter upon the property of the LIRR will terminate on thirty (30) days written notice from the LIRR to the VILLAGE and the VILLAGE and its contractors will promptly remove all equipment stored on the property of the LIRR within thirty (30) days from their receipt of such notice. Notwithstanding the Parties' inability to reach an agreement after a reasonable period of negotiation as to reimbursement for the additional costs as referenced in the preceding sentence, the VILLAGE shall reimburse the LIRR for its actual costs incurred in connection with LIRR's oversight of the VILLAGE's demobilization/removal from the LIRR property upon termination.

G. As used herein, "Force Account Costs" shall mean the sum of Equipment Costs, Direct Material Costs, Direct Labor Costs and those management costs treated by the LIRR as Force Account Costs, plus such percentage thereof as represents LIRR's overhead costs at the time the costs are incurred (which shall be adjusted by LIRR for each calendar year as set forth below) plus premiums for any force account insurance covering liability, physical damage and medical payments as is customary at the time in connection with force account

work for private parties by LIRR. "Direct Labor Cost" as used herein means the gross pay (including, without limitation, any associated costs paid by LIRR pursuant to all applicable contractual obligations under any labor agreements), including overtime and reimbursable employee expenses, if any, paid to the Force Account Personnel in connection with work which must be performed by Force Account Personnel as required by applicable contractual obligations under applicable labor agreements. Notwithstanding the foregoing, Direct Labor Costs for general engineering consultant personnel and other third-party contractors shall be invoiced by LIRR to the VILLAGE in the same amounts as invoiced by such general engineering consultant personnel and other third-party contractors to LIRR and no additional overhead charge shall be applied thereto. "Direct Material Cost" as used herein means the replacement cost of any material necessary for the performance of the work that is taken from inventory or the total purchase and delivery price, including applicable taxes, if any, on any such item purchased. "Equipment Cost" means the rental value of any equipment owned by LIRR and necessarily used in conjunction with the work or invoice cost of any equipment rented by LIRR for such use. If, at the time of determination of Force Account Costs, LIRR has a list of standard equipment rental rates in effect, such list shall be prima facie evidence of the rental value of equipment owned by it. Subject to the foregoing, the pay and overhead rates, plus the rate for force account insurance premiums, shall be in accordance with the rates then applicable to force account work charged to private parties by LIRR for the calendar year in which the work is performed.

9. VILLAGE PARTIES' PERSONNEL.

A. The VILLAGE shall and shall cause the VILLAGE Parties working at the LIRR Premises to conduct themselves in a lawful and safe manner. LIRR reserves the right to require that any VILLAGE Party having access to the LIRR Premises be identified by a badge or identification tag, or in such other manner as may be approved by LIRR in writing.

B. All VILLAGE Parties' personnel and equipment used in the Licensed Area must be supervised at all times, unless authorized in advance and in writing by LIRR. In no event shall VILLAGE or VILLAGE Parties allow vehicles to enter the Licensed Area without LIRR's prior written consent. VILLAGE and VILLAGE Parties must provide an English-speaking supervisor at the Licensed Area who can communicate (including translating as necessary) instructions from flagmen, inspectors or other representatives of LIRR to the VILLAGE's and VILLAGE Parties. VILLAGE shall use and shall cause VILLAGE Parties to use appropriate precaution and measures to minimize any inconveniences to surrounding residents, landowners, and the public in general. No VILLAGE Party shall engage in any activity that may obstruct, impede, or interfere with the public use of the surrounding area.

C. The VILLAGE covenants and agrees that its representatives and employees shall not intentionally deposit or scatter any rubbish, waste or litter in or about the facility at which the LIRR Premises is located or on any other property of LIRR other than in receptacles sufficient to contain the rubbish, waste and litter of the VILLAGE and VILLAGE Parties that are furnished and maintained at the VILLAGE's own cost and expense. The VILLAGE shall ensure that all rubbish, waste and litter generated by the VILLAGE, or the VILLAGE Parties, is securely bagged or boxed and removed from the LIRR Premises, at the VILLAGE's sole cost and expense, at the end of each workday or, at other such intervals as approved by LIRR in writing. Upon a request by LIRR, the VILLAGE shall, at the request of LIRR, furnish LIRR with bills and receipt of payment evidencing regular removal of such rubbish, waste, and litter.

10. CLEARANCES; HAZARDOUS WASTE; DANGEROUS OR ADVERSE CONDITIONS AND UTILITIES.

A. All equipment or material in use by VILLAGE Parties at the Licensed Area shall be kept at all times not less than fifteen (15) feet from the nearest rail of any track, except to the extent LIRR explicitly permits in writing such equipment or materials in use by the VILLAGE Parties at the Licensed Area to be kept within fifteen (15) feet from the nearest rail of any track. VILLAGE and VILLAGE Parties, if any, shall conduct its and their operations so that no part of any equipment shall foul any track, transmission, signal or communication lines, or any other structure of LIRR.

B. The VILLAGE shall maintain the Licensed Area in a reasonably safe condition and not cause any (i) condition that creates a reasonably foreseeable substantial risk of injury, (ii) dangerous condition, or (iii) condition LIRR determines in its sole discretion in the exercise of its reasonable judgment to be adverse to its property, railroad, personnel, customers or other operations at the LIRR Premises (any of the foregoing, an “Adverse Condition”). The VILLAGE shall promptly comply with any LIRR order to correct an Adverse Condition. LIRR may, upon reasonable notice by email to VILLAGE, correct any Adverse Condition caused by VILLAGE at VILLAGE’s sole cost and expense, understood to be at reasonable cost in accordance with industry standards.

C. The VILLAGE shall dispose of any wastes, including hazardous wastes, generated by the VILLAGE or VILLAGE Parties (either purposefully or accidentally and including disposal of pre-existing waste within the work limits) in connection with activities performed pursuant to this Agreement in accordance with applicable laws, regulations, ordinances, and orders, at VILLAGE’s sole cost and expense. The VILLAGE’s contractors or subcontractors shall dispose of said wastes using their own EPA generator number, as necessary. In no event shall LIRR be identified as the generator of any such wastes caused or contributed to by the VILLAGE or VILLAGE Parties. The VILLAGE will promptly provide LIRR with a copy of any hazardous waste manifests. LIRR reserves the right to require the VILLAGE to provide to LIRR a copy of the results of any tests conducted by or for the VILLAGE on any such wastes, to receive split samples, and/or, at LIRR’s request, to perform additional tests or examinations of any such wastes at the VILLAGE’s expense, prior to disposal.

D. The VILLAGE agrees to take all precautions reasonably necessary to ensure the utilities at the LIRR Premises are protected.

11. RESTORATION OF PREMISES. Before this Agreement expires or terminates, VILLAGE must restore or cause a VILLAGE Party to restore the Licensed Area to substantially the same condition it was in at the commencement of this Agreement, taking into account changes to the Licensed Area made pursuant to Work performed in accordance with plans approved by LIRR pursuant to the terms of this Agreement. If, in the sole discretion of LIRR, the Licensed Area has not been satisfactorily cleared of all of VILLAGE’s and any other VILLAGE Party’s property (including but not limited to, materials and equipment) and restored to an acceptable condition, then LIRR shall have the right, but not the obligation, to restore the Licensed Area, including the removal of any materials, equipment and/or fencing, to a satisfactory condition at VILLAGE’s sole cost and expense. LIRR will have no liability for any equipment, materials or structures it removes from the Licensed Area. If repairs are necessary, then VILLAGE must make repairs or cause other VILLAGE Party’s to make repairs in a manner acceptable to LIRR. LIRR may

elect to make repairs itself at VILLAGE's sole cost and expense.

12. NO LIRR OBLIGATIONS REGARDING GRANT FUNDING REQUIREMENTS. The VILLAGE acknowledges that the LIRR is not an applicant, sub-applicant, recipient or a sub-recipient of the VILLAGE's Federal Highway Administration ("FHWA") or New York State Department of Transportation ("NYSDOT") grant funding in support of the Project, including the Scope of Work. The VILLAGE further understands and agrees that notwithstanding any reimbursement of LIRR's costs by the VILLAGE (i) LIRR shall have no responsibility to comply with any FHWA or NYSDOT grant funding requirements, or any other current sources of funding which exists or may come to be; (ii) the LIRR shall have no responsibility to ensure that its activities comport with the VILLAGE's obligations under its FHWA or NYSDOT grant or other funding sources; and (iii) the LIRR shall have no financial obligation with respect the VILLAGE grants or funding sources, including without limitation, with respect to in-kind contributions, cost matches or any other matter.

13. DISCHARGE OF FINES AND OTHER PENALTIES. VILLAGE shall protect, defend and hold LIRR harmless from and against, and VILLAGE shall within sixty (60) days after written notice, pay and discharge, all fines, violations, liens and encumbrances incurred by LIRR or affecting the LIRR Premises (including, the Permitted Work) arising out of or in any way directly or indirectly relating to this Agreement.

14. INDEMNIFICATION AND LIABILITY.

A. To the fullest extent permitted by law, the VILLAGE shall at all times defend (with counsel approved by LIRR), indemnify, and hold harmless the Long Island Rail Road Company, the Metropolitan Transportation Authority, the State of New York, and each of the foregoing's respective subsidiaries and affiliates existing now or in the future, its or their successors and assigns, and its or their employees, members, officers, directors, contractors, subcontractors, agents, consultants, representatives, commissioners, and any other persons acting on their behalf (the foregoing, each, an "Indemnitee", and, collectively, the "Indemnitees") from and against, and hereby releases (on behalf of itself and anyone claiming by, through or under the VILLAGE) the Indemnitees from, any and all damages, losses, costs, liabilities, suits, obligations, violations, fines, damages, penalties, liens, claims, judgments, charges, detriments, and expenses (collectively, "Costs") which may be suffered by, imposed upon or incurred by or asserted against any of the Indemnitees arising out of or in connection with (directly or indirectly): (a) any acts or failure to act, including any negligent or tortious act or failure to act, in connection with the design, construction, performance, installation, maintenance, use, occupancy, repair or replacement of any aspect of a Project or the Work performed or undertaken by or on behalf of the VILLAGE, its officers, directors, employees, agents, licensees, invitees, contractors and subcontractors, including, without limitation, any accident, injury (including death at any time resulting therefrom), or damage to any person or property (except to the extent caused by the gross negligence or willful misconduct of the Indemnitees), or (b) any failure on the part of the VILLAGE to keep, observe, perform or comply with any of the covenants, agreements, provisions, terms, conditions or limitations contained in this Agreement. "Costs" shall include reasonable attorneys' fees and other costs incurred by the any Indemnitee. Each of the VILLAGE and LIRR intends that each of the Indemnitees be, and each Indemnitee is, a third-party beneficiary of this Agreement.

B. It is understood and agreed that each VILLAGE Party by its entry upon the Licensed Area pursuant to this Agreement is agreeing to assume all risk of losses, damages, expenses, personal injury or death which he or she may suffer or sustain while upon, about or in the vicinity of the tracks, trains, facilities, property or premises of LIRR or any of its affiliates. Accordingly, VILLAGE on its own behalf and on behalf of each VILLAGE Party, as a condition to such VILLAGE Party's entry upon the Licensed Area, hereby releases and discharges the Indemnitees from and against, and covenants not to sue the Indemnitees for, any and all liability, claims, suits, demands, losses or damages on any account, which VILLAGE, or any VILLAGE Party or any of their respective heirs, executors, or administrators, or other persons claiming under or through VILLAGE, have or can or may have as the result of any losses, damages, expenses, personal injuries, or death which VILLAGE, or any persons whatsoever claiming under or through VILLAGE, may suffer or sustain while upon, about or in the vicinity of the tracks, trains, facilities, property or premises of LIRR or any of its affiliates, whether said losses, damages, expenses, personal injuries or death is caused or alleged to be caused, in whole or in part, by the fault, failure or negligence of any or all of the Indemnitees or otherwise.

C. The obligations in this Section 14 shall survive the expiration or sooner termination of this Agreement.

15. INSURANCE.

A. VILLAGE and VILLAGE's contractors and subcontractors, shall for the entire term of this Agreement, maintain, at their sole expense the insurance coverages set forth in Attachment E to this Agreement.

B. VILLAGE will furnish, or cause to be furnished, an ACORD Certificate of Insurance together with endorsements to the policy naming the Additional Insureds (as defined on Attachment E hereto) as additional insureds and providing a waiver of subrogation or a waiver of transfer of rights of recovery against others in favor of such Additional Insureds under the policy and return the Certificate together with the endorsements to LIRR with the signed Agreement. Said Certificate and endorsements must be signed by an authorized representative of the insurance carrier.

C. LIRR may, at its discretion, procure, provide, and thereafter maintain in effect during the term of this Agreement for and on behalf of LIRR any and all force account insurance deemed necessary by LIRR but only after a thirty (30) day period has been provided to VILLAGE to remedy any breach. The provision of such insurance shall not be deemed a limitation on any liability of VILLAGE arising under the terms of this Agreement. The premiums paid by LIRR for such force account insurance shall be reimbursed by VILLAGE in accordance with the provisions of this Agreement.

D. To the extent that VILLAGE is satisfying any of the insurance requirements through its contractors who are VILLAGE Parties, VILLAGE shall cause each such contractor to sign a release, waiver and indemnification in the form attached to this Agreement as Attachment D.

16. NO ENCUMBRANCES. VILLAGE shall not by its act or omissions cause this Agreement, the Licensed Area, improvements, installations, or any of the work performed by VILLAGE to be encumbered by any mortgage, lien, or other security interest of any nature whatsoever. In the event that any lien is filed against the LIRR Premises, any improvements to the

LIRR Premises or any property of the LIRR on account of labor or material furnished or alleged to have been furnished in connection with work the VILLAGE is required or permitted to perform hereunder, the VILLAGE shall cause such lien to be satisfied or bonded and discharged of record within sixty (60) calendar days after the filing thereof. If the VILLAGE fails to satisfy or bond and discharge such lien within such sixty (60) calendar day period, the LIRR shall have the right to satisfy or bond and discharge the lien, and all costs thereof and all related costs shall be chargeable to the VILLAGE and payable to the LIRR immediately upon request. Nothing herein shall be construed to constitute the consent, express or implied, of the LIRR to the performance of any labor or furnishing of any materials by the VILLAGE's contractors for any alteration or repair of the LIRR Premises, or as giving the VILLAGE the authority to contract for any rendering of labor or furnishing of services or materials that would give rise to the filing of any mechanic's lien against the LIRR's interest in the LIRR Premises. The VILLAGE covenants and agrees and shall at all times, to the fullest extent permitted by applicable law, defend, indemnify and hold harmless the Indemnitees from and against any and all mechanic's and other liens and encumbrances filed in connection with any work covered under this Agreement, including any security interest in any materials, fixtures or articles, and against all costs, expenses and liability incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon.

17. **NOTICES.** Except as otherwise expressly provided in this Agreement, all notices, demands, requests, submissions or other communications which are required to be given under this Agreement shall be in writing and shall be given either by hand delivery against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid or by reputable overnight courier service, addressed as follows:

If to LIRR:

Metropolitan Transportation Authority
2 Broadway, A4.25
New York, New York 10004
Attention: David Florio, Chief Real Estate Transactions and Operations Officer

with copies to

The Long Island Rail Road Company
Jamaica Station Building
93-02 Sutphin Boulevard, 4th Floor
Jamaica, New York 11435
Attention: Vice President-General Counsel & Secretary

and

Metropolitan Transportation Authority
Jamaica Station Building
93-02 Sutphin Boulevard, 4th Floor
Jamaica, New York 11435
Attention: Deputy General Counsel & Unit Chief – Special Projects

If to Licensee:

VILLAGE OF GREENPORT:

Notices so addressed shall be deemed properly given when personally delivered in the case of hand delivery or overnight courier service or when receipt is rejected or, in the case of delivery by certified mail, three (3) business days after the same is duly deposited in the United States mail. Either Party may, by written notice to the other, change the address to which notices to such Party shall thereafter be given.

18. ADDITIONAL PERMISSION(S); PERMITS AND LICENSES. The VILLAGE shall be responsible for obtaining or causing VILLAGE Parties to obtain any additional permissions, permits or authorizations which may be required including, but not limited to, those which are or may be necessary to photograph a person, or the name, trademark or logo of a business while on the Licensed Area. Otherwise, neither VILLAGE nor any other VILLAGE Party shall use the name, trademark or logos of any of the Indemnitees for any purpose, nor shall any such name, trademark or logo appear in any of the photographs taken by VILLAGE or any other VILLAGE Party. VILLAGE shall obtain, at its own cost, all required permits and approvals for performing the Work in the Licensed Area and for its entry and use of the Licensed Area.

19. FORCE MAJEURE. If either Party is delayed or prevented from the performance of any obligation under this Agreement by any cause or causes beyond the control and without the fault or negligence of the other Party, including labor disputes, unless solely restricted to employees, agents or subcontractors of the VILLAGE's suppliers; inability to procure materials; failure of utility service; restrictive governmental law or regulations implemented after the execution of this Agreement; riots or insurrection; war; extremely adverse weather; Acts of God, or other similar causes beyond the control of such Party, the performance of such obligation shall be excused for the period of the delay. Regardless of which Party is delayed or prevented from performance and same is excused pursuant to this Section, when such delay or prevention continue for a period which renders the Work contemplated by this Agreement impossible, then either Party may terminate this Agreement upon notice to the other Party. Upon termination under this Section, the VILLAGE shall remove all structures and/or fixtures installed by the VILLAGE on the LIRR Premises and restore same to the reasonable satisfaction of the LIRR, less wear and tear.

20. COMPLIANCE WITH LAWS. VILLAGE shall at all times conduct its activities and cause each other VILLAGE Party to at all times conduct such person's Work in strict accordance with all applicable federal, state, and local laws, rules, codes, statutes, orders, ordinances, plans, policies, decrees and regulations, and with the highest commercial standards. VILLAGE must comply and cause each other VILLAGE Party to comply promptly with any notices received regarding remedial efforts LIRR considers necessary to satisfy any law, rule, code or regulation.

21. ASSIGNMENT. VILLAGE may not, without the prior written consent of LIRR, which may be withheld in the LIRR's sole discretion, (i) assign, transfer, license, sublicense or encumber this Agreement nor the rights and privileges herein granted to the VILLAGE; (ii) no right, interest or property granted herein shall pass to or vest in any person whatsoever, either by the act of the VILLAGE or by operation of law, whether under the provisions of the statutes relating to consolidation or merger of corporations or otherwise.

22. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and shall be construed under the laws of the State of New York, without reference to its conflict of law provisions. Any dispute or claim arising out of or relating to this Agreement shall be brought

exclusively in the federal or state courts located within the County of New York.

23. DEFAULT/TERMINATION/WORK STOPPAGE.

A. Each of the following shall be an “Event of Default” hereunder:

(1) A default by the VILLAGE or any affiliates of the VILLAGE under any contract, lease, permit, agreement, or other instrument with the LIRR or the MTA, which remains uncured after the expiration of any notice and cure period provided for in such contract, lease, permit, agreement, or other instrument;

(2) If the VILLAGE shall fail to pay any amount due to LIRR hereunder (it being acknowledged that the VILLAGE may request from LIRR a reasonable extension of time in order for the VILLAGE to obtain additional funding or appropriations to fund its obligations under this Agreement in the event that unforeseen costs and charges are encountered during the course of construction) when due and such failure shall continue for thirty (30) days after notice from LIRR to the VILLAGE which shall specify the items in default and contain a clear statement that LIRR intends to exercise its rights hereunder in the event such default becomes an Event of Default;

(3) Any attempt on the part of the VILLAGE or its agents, servants, employees or contractors to defraud the LIRR or any of its affiliates or subsidiaries, the MTA or any of its affiliates or subsidiaries, or the State of New York;

(4) If the VILLAGE shall have failed to timely provide proof to LIRR of the insurances required under this Agreement, or if the VILLAGE fails to maintain the required insurances under this Agreement at all times, and LIRR treats such failure as an Event of Default;

(5) The VILLAGE’s commencement of any Work in the Licensed Areas without LIRR’s approval;

(6) The VILLAGE’s failure to cause its Work to be immediately suspended upon direction of LIRR;

(7) The VILLAGE’s abandonment of the Work which continues for thirty (30) days;

(8) The VILLAGE’s failure to immediately observe the direction of LIRR personnel at the Licensed Area;

(9) The VILLAGE’s failure to correct in the time specified by LIRR or otherwise in a timely manner any unsafe condition in or about the LIRR Premises after receipt by the VILLAGE of a written demand to correct or a violation notice signed by any LIRR officer or employee with responsibility to inspect or monitor the safety of the Work on the LIRR Premises or adjacent property;

(10) If the VILLAGE fails to perform or observe one or more of the other terms, provisions, covenants, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after notice thereof from the LIRR to the VILLAGE specifying such failure, which notice shall prominently state the LIRR’s intention to exercise its rights under this Section

23 by reason of such default, unless such failure requires work to be performed, acts to be done, or conditions to be removed that cannot by their nature be reasonably performed, done or removed, or the VILLAGE's default is not otherwise reasonably capable of cure, within such thirty (30)-day period, in which case no Event of Default shall be deemed to exist as long as the VILLAGE shall have commenced curing the same within such thirty (30)-day period and shall diligently and continuously prosecute the same to completion.

B. At any time during the continuance of an Event of Default, LIRR may serve a written notice to the VILLAGE terminating this Agreement upon a specified date. Following any termination pursuant to this Section 23, the VILLAGE shall remain liable for damages as provided in this Agreement.

C. If this Agreement shall be terminated by reason of an Event of Default, the LIRR shall be entitled to reimbursement for all expenses incurred by the LIRR in terminating this Agreement and removing and/or storing or disposing of the VILLAGE's property.

D. The failure of the LIRR to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by the LIRR of any reimbursements or payments with knowledge of breach by the VILLAGE of any obligation of this Agreement shall not be deemed a waiver of such breach and no remedy exercised after an Event of Default shall relieve the VILLAGE of its liabilities and obligations hereunder accrued prior to the exercise of such remedies.

E. If LIRR reasonably determines that (i) the VILLAGE has failed to comply with its obligations under the Access Protocols, (ii) unsafe conditions exist as a result of the Work, (iii) the workmanship of any portion of Project is defective, or (iv) any portion of the Work fails to materially conform with the specifications, or the approved Work plans, then in any such case, if such conditions (other than a condition relating to safety, in which case there shall be no cure period) are not corrected by the VILLAGE within five (5) business days after notice thereof from LIRR (provided that if such condition is not reasonably susceptible of cure within such five (5) business day period and the VILLAGE is diligently endeavoring to cure the same, such period shall be extended to be the period reasonably required to cure the same with the exercise of such diligence), LIRR may, but shall not be obligated to, in addition to any other remedies they may have hereunder, use self-help (and the VILLAGE shall promptly reimburse the MTA/LIRR for all direct costs incurred by the MTA/LIRR in connection therewith) and/or order the VILLAGE (and the VILLAGE's contractors and other persons connected with the VILLAGE's construction) to stop work on those activities that do not so comply, and such self-help right and/or stoppage may be exercised until such unsafe or other conditions are remedied. No delay or other loss or hindrance of the VILLAGE arising from any such self-help or stop-work order by the MTA or LIRR shall form the basis for any claim by the VILLAGE against LIRR or excuse the VILLAGE from the full and timely performance of its obligations under this Agreement.

F. The LIRR reserves the right to self-help, including to suspend the VILLAGE's performance of the Work, if in the LIRR's sole but reasonable discretion, LIRR determines that the Work contains defective workmanship, does not conform with LIRR requirements, and/or

applicable law or regulations.

G. The remedies to which the LIRR may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies to which the LIRR may be lawfully entitled at any time and the LIRR may invoke any such remedies allowed at law or in equity as if specific remedies were not provided for herein.

24. WAIVER. No consent, express, or implied, by LIRR to or of any breach or Event of Default by VILLAGE or any other VILLAGE Party in the performance or observance of any obligations hereunder on such person's part to be performed or observed shall be deemed or construed to be a consent or waiver to or of any other breach or default. LIRR's failure to complain of any act or failure to act on the part of VILLAGE or any other VILLAGE Party or to declare VILLAGE or such other VILLAGE Party in breach or default of this Agreement, irrespective of how long such failure continues, shall not constitute any waiver of LIRR's rights hereunder.

25. SEVERABILITY. In the event any section, paragraph, sentence, clause or phrase contained in this Agreement shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other sections, paragraphs, sentences, clauses or phrases of this Agreement, which shall remain in full force and effect as if the section, paragraph, sentence, clause or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally part hereof.

26. NO JOINT VENTURE OR AGENT. Nothing contained in this Agreement shall be construed as creating any joint venture or partnership relationship between LIRR and the VILLAGE or any other VILLAGE Party or as constituting VILLAGE or any other VILLAGE Party as the agent of LIRR or MTA in respect of the service or facilities herein provided for, and LIRR assumes no responsibility for the conduct, operation of the facilities or service of VILLAGE or any other VILLAGE Party or for anything arising in connection therewith; but on the contrary VILLAGE is and shall be solely responsible (on a joint and several basis with any other VILLAGE Party) and will assume all liability for the same.

27. DOCUMENTS COMPRISING AGREEMENT. The documents forming this Agreement include:

1. This Agreement / document;
2. Attachment A – Site Plan
3. Attachment B – Scope of Work
4. Attachment C – Force Account Estimate;
5. Attachment D – Form of Release, Waiver of Liability and Assumption of Risk;
6. Attachment E – Insurance Requirements; and
7. Attachment F – Design Plans.

28. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the LIRR and VILLAGE with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written or oral, with respect thereto.

29. CAPTIONS AND ATTACHMENTS. The captions of this Agreement are for convenience or reference only and in no way defines, limits or describes the scope of intent or in any way affect this Agreement. The attachments, exhibits and schedules to this Agreement are

incorporated herein by reference and made a part of the same as though fully set forth in the body of this Agreement.

30. **NO ORAL MODIFICATION.** Any modification to this Agreement must be in writing, contain an explicit statement that it constitutes an amendment to this Agreement, and be signed by an authorized officer of each Party.

31. **AUTHORITY OF SIGNATORIES.** Each Party represents and warrants that the person executing this Agreement on its behalf is fully authorized to execute this Agreement.

32. **WAIVER OF JURY TRIAL.** Each Party to this Agreement hereby waives trial by jury in any action or proceeding arising out of this Agreement or VILLAGE's or any VILLAGE Party's use and occupancy of the Licensed Area.

33. **RECITALS AND ATTACHMENTS.** The recitals to this Agreement and all attachments to this Agreement are incorporated into, and made a part of, this Agreement.

34. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

35. **NO THIRD-PARTY BENEFICIARY.** This Agreement is intended to be for the sole benefit of the Parties hereto and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person. No other person shall acquire or have any rights under or by virtue of this Agreement.

36. **SURVIVAL.** The provisions of and obligations under this Agreements, which either by their express terms or by the nature of such terms or obligations are intended to survive, shall survive the expiration or earlier termination of this Agreement.

37. **COUNTERPARTS; ELECTRONIC DELIVERY.** This Agreement may be executed in counterparts, and all such counterparts shall be deemed an original, but all of which together shall constitute one original document.

IN WITNESS WHEREOF, this Agreement has been duly executed by LIRR and VILLAGE as of the date first above written.

LIRR

MTA LONG ISLAND RAILROAD

By: _____

Name: _____

Title: _____

VILLAGE OF GREENPORT

By: _____

Name: _____

Title: _____

DRAFT

ATTACHMENT A
SITE PLAN

DRAFT

ATTACHMENT B
SCOPE OF WORK

DRAFT

ATTACHMENT C
FORCE ACCOUNT ESTIMATE

DRAFT

ATTACHMENT D

FORM OF RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being permitted to enter upon the property (the “Property”) of Metropolitan Transportation Authority and/or Long Island Railroad (collectively, the “MTA”) in furtherance of the business or other activities of _____ (“Licensee”) on _____, 202[] with respect to its work at _____, pursuant to that certain Agreement dated _____, 202[], issued to Licensee by the MTA as the same may be amended, extended and/or re-issued from time to time (the “Agreement”), the undersigned representative, employee, agent, contractor or invitee of Licensee, is executing this Release, Waiver of Liability, and Assumption of Risk (this “Release”), for itself and its successors and assigns:

1. **RELEASE.** The undersigned hereby releases, discharges and covenants not to sue the MTA (as such term is defined above), the State of New York, and each of the foregoing’s respective subsidiaries or affiliates existing now or in the future, its or their successors and assigns, and its or their contractors, subcontractors, agents, consultants, representatives, officers, directors, commissioners, agents, members, employees and any other persons acting on their behalf (each an “Indemnitee”, collectively, the “Indemnitees”), from and against any and all liability, claims, suits, demands, losses or damages on my account, which the undersigned, or my heirs, executors, or administrators, or other persons claiming under or through the undersigned, have or can or may have as the result of any losses, damages, expenses, personal injuries or death which the undersigned, or any persons whosoever claiming under or through the undersigned, may suffer or sustain while upon, about or in the vicinity of the tracks, trains, facilities, property or premises of the Railroad, whether said losses, damages, expenses, personal injuries or death is caused or alleged to be caused, in whole or in part, by the negligence of the Indemnitor otherwise.
2. **ACKNOWLEDGMENT.** The undersigned represents and warrants that the person executing this Release on its behalf is fully authorized to execute this Release and to bind the undersigned and its successors and assigns.
3. **INDEMNIFICATION.** To the fullest extent permitted by applicable law, the undersigned shall at all times indemnify, protect, defend (with counsel approved by the MTA) and save harmless each from and against any and all losses (to property, materials, and equipment or otherwise), damages, detriments, suits, claims, fines, judgments, injuries, penalties, demands, costs, charges and expenses, including but not limited to reasonable attorneys’ fees and disbursements, and including but not limited to any claims or judgments under the Workers Compensation Law of the State of New York or the Federal Employees Liability Act or similar statutes for the protection of employees or any other judgments whatsoever, which any or all of the Indemnitees or any third party may directly or indirectly suffer, sustain or be subjected to arising in whole or in part, directly or indirectly, by reason of or in connection with the undersigned's or its contractors or subcontractors or its or their employees, agents, consultants, licensees or invitee’s, or other person acting on its or their behalf, entry upon, occupancy or use of the Property, or the activities or Work thereon, or the conduct thereon of the undersigned or its

contractors or subcontractors or its or their employees, agents, consultants, licensees or invitee's, or other person acting on its or their behalf, whether such loss or damage be suffered or sustained by any or all of the Indemnitees directly or by other persons (including employees of any or all of the Indemnitees or corporations who may seek to hold any or all of the Indemnitees liable therefor), and whether attributable, in whole or in part, directly or indirectly, to the fault, failure or negligence of any or all of the Indemniteesor any third party.

Dated: _____, 202[]
New York, New York

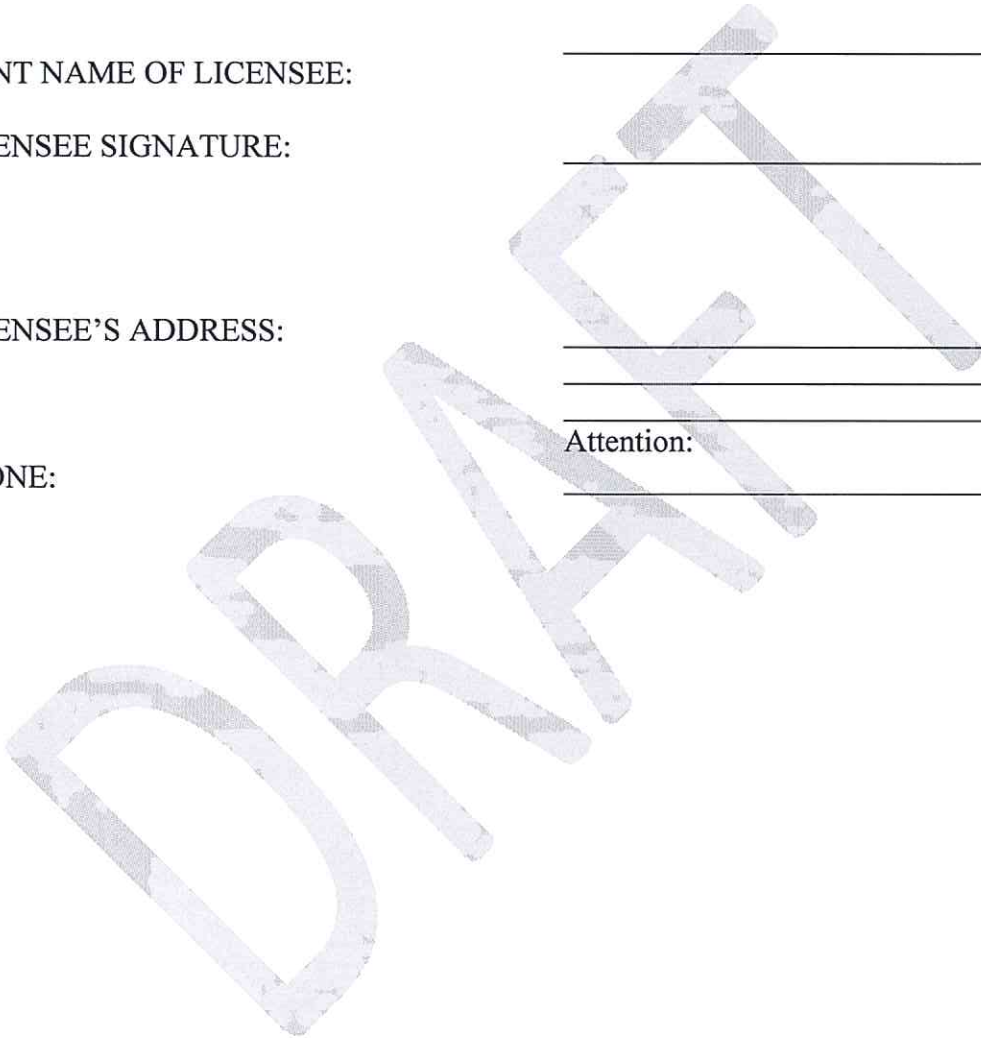
PRINT NAME OF LICENSEE:

LICENSEE SIGNATURE:

LICENSEE'S ADDRESS:

PHONE:

Attention:



ATTACHMENT E
INSURANCE⁸

SECTION A. INSURANCE REQUIREMENTS:

The Licensee, at its sole cost and expense, shall maintain at all times during the term of this Agreement, including any extension or warranty period if applicable, and for such longer period of time if specified, such policies of insurance as herein set forth. Licensee shall furnish to LIRR satisfactory proof that Licensee has in force continuously for the entire period the following classes of insurance in the form and with the limits specified below:

- i. Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000.00, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State. The policy shall be endorsed to include Longshore and Harbor Workers' Compensation and/or Maritime Coverage(s) when applicable.

- iii. Commercial General Liability ("CGL") Insurance** covering claims for personal and advertising injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall be issued on an occurrence basis to provide coverage for all operations including the products-completed operations hazard, and shall be maintained for five (5) years after final completion of the Work. The limits of insurance shall renew annually and not less than:
 1. \$2,000,000 each Occurrence
 2. \$4,000,000 aggregate for products-completed operations, which shall apply on a per project basis; and
 3. \$4,000,000 general aggregate limit, which shall apply on a per project basis.
 4. Additionally:
 - Primary General Liability limits may **not** be satisfied by Umbrella / Excess insurance.
 - The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
 - The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion.
 - The policy shall include independent contractor and contractor liability coverages.

⁸ NTD: SUBJECT TO REVIEW BY MTA RIM.

- “XCU” coverage (Explosion, Collapse and Underground Hazards) where necessary.
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be removed where necessary.
- Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer’s Liability Exclusion which may otherwise operate to exclude such coverage shall be removed, when applicable.
- Additional Insured Endorsement in the form as approved by LIRR naming:
 - Long Island Rail Road Company
 - Metropolitan Transportation Authority, including its subsidiaries and affiliates.

iv. Railroad Protective Liability Insurance (ISO-RIMA or equivalent form approved by the LIRR), covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured’s own property and conforming to the following:

- The following are the “Named Insureds” for this coverage:
 - a. Long Island Rail Road Company
 - b. Metropolitan Transportation Authority, including its subsidiaries and affiliates.
- The limit of liability shall be at least \$2,000,000.00 each occurrence, subject to a \$6,000,000.00 annual aggregate.
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer’s Liability Act (FELA).
- Indicate the name of the Contractor to perform the work, the name of the LIRR, for whom the work is being performed, and the Contract description and number.
- Evidence of Railroad Protective Liability Insurance must be provided in the form of the Original Policy. A detailed **Insurance Binder (ACORD or Manuscript Form)** will be accepted pending issuance of the Original Policy, which must be provided within 30 days of the Binder Approval.

v. Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$2,000,000 each accident. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Licensee shall provide pollution automobile coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the

Motor Carrier Act endorsement (MCS 90). Any statutorily required “No-Fault” benefits and uninsured/underinsured motorist coverage shall be included.

- v. **Umbrella/Excess Liability Insurance** written on an occurrence basis with limits not less than \$9,000,000 in excess of the limits indicated for Commercial General Liability, Employer’s Liability, and Business Automobile Liability Insurance identified above, *and which is at least as broad as each and every one of the underlying policies*. The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approved in writing by LIRR. Such insurance shall be maintained for at least five (5) years after final completion of Work.
- vi. **Contractors Pollution Liability Insurance** with coverage for environmental damage resulting from pollution conditions that arise from the operations of the Licensee described under the scope of services of this Permit:
- a) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring;
 - b) Physical injury to or destruction of tangible property of Parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of Parties other than the Insured that has not been physically injured or destroyed;
 - c) Natural Resource Damages;
 - d) Cleanup Costs;
 - e) Transportation and Non-owned Disposal Site coverage (with no sunset clause/restricted coverage term) if contractor is disposing of contaminated material (s);
 - f) No exclusions for asbestos, lead paint, silica or mold/fungus/legionella.
 - g) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations.

Minimum Limits of Insurance

Licensee shall maintain limits not less than \$5,000,000 per occurrence/\$5,000,000 aggregate for the term of the Agreement.

Policy Term

If meeting requirement with a Project Specific Policy: *Term of contract plus Completed Operations term of 10 years;*

If meeting requirement with Contractor's Practice Policy: *One year term maintained for at least ten (10) years after substantial completion and acceptance of the Project.*

vii. Professional Liability Insurance insuring against professional errors and omissions arising from the Work on the Project by the Licensee and by any partner, subcontractor or consultant of the Licensee providing construction management, architectural, engineering, and/or surveying services, and/or any party whose Work involves the preparation of plans or drawings, with limits not less than \$2,000,000 per claim and annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work. The retroactive date for coverage will be no later than the commencement of professional services on the project and be maintained for at least five (5) years after final completion of the Project. In the event of cancellation or non-renewal the discovery period for insurance claims will be at least five (5) years or otherwise as by agreement with LIRR. Coverage shall include, but not be limited to:

1. Insured's interest in joint ventures, if applicable;
2. Technology Services must be listed as a covered service with respect to Building Information Modeling (BIM) hosting and management responsibilities (for Projects utilizing BIM); and
3. Limited contractual liability and defense costs for the LIRR.

SECTION B. GENERAL INSURANCE REQUIREMENTS:

The following requirements are applicable to all insurance coverages required under this Contract, except to the extent otherwise indicated.

- i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to LIRR. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial ratings of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to LIRR.
- ii. **Right to Request.** Additional Insurance. Licensee Further Agrees to Provide, At Licensee's sole cost and expense, such increased or expanded insurance coverage as LIRR may from time to time as deem appropriate.
- iii. **Additional Insureds.** *Except with regard to Workers' Compensation and Professional liability insurance (unless otherwise noted), all insurance required under Section B shall name the Parties listed in Section C as Additional Insureds, and shall include their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds").* For the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 26 for non-construction agreements. However, for contracts involving construction, additional insured status must be provided on ISO forms or their equivalent at

least as broad as CG 20 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37.

The following link provides general instructions and the lists of indemnitees which should be copied directly to the ACORD Certificate of Insurance and Additional Insured endorsements. Go to this Landing Page for further instructions: <http://www.mta.info/vendor-insurance>.

- iv. **Primary and Non-Contributory.** Each policy required in this Section, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by LIRR shall be called upon to contribute to a loss covered by insurance for the named insured.
- v. **Waiver of Subrogation.** To the fullest extent permitted by law, Licensee will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.
- vi. **Self-Insured Retentions.** None of the insurance required of this Section shall be subject to any self-insured retention greater than \$500,000 without LIRR written approval.
- vii. **Subcontract Agreements.** Licensee shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Licensee for the Work.
- viii. **No Limitation.** Nothing in this Section shall be construed as limiting in any way the extent to which Licensee may be held responsible for payment of damages resulting from their operations. Licensee's obligations to procure insurance are separate and independent of, and shall not limit, Licensee's contractual indemnity and defense obligations. LIRR does not represent that coverages and limits required in this Agreement will necessarily be adequate to protect Licensee.
- ix. **Notice of Cancellation or Non-Renewal.** The Licensee agrees to notify LIRR thirty days prior to any cancellation, non-renewal or change to any insurance policies required in Section B. Notice shall be sent electronically to the *contract-specific email address* provided to Licensee via MTA Certificate of Insurance Management System (CIMS), Complianz™.
- x. **Notice of Occurrence.** The Licensee shall immediately file with the LIRR's Law Department (with a copy to the Project Manager), 2 Broadway, 8th Floor, New York, New York 10004, a notice of any occurrence likely to result in a claim against LIRR and shall also file with LIRR's Law Department detailed

sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Agreement.

- xi. **Insurance Not In Effect.** If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the LIRR, the LIRR shall have the options to: (i) direct the Licensee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.
- xii. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, then Licensee shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.
- xiii. **Certificates of Insurance.**
 1. Licensee shall furnish LIRR with Certificates of Insurance (“COI”) utilizing ACORD 25, and 101 and ACORD 855 (for NY Construction Projects only) completed by a duly authorized representative evidencing coverage required under **Section B**. Such Certificates of Insurance shall be delivered to LIRR before any Work hereunder is commenced by Licensee and annually thereafter on or before the policy effective dates of the Licensee’s policies based on the instructions stated herein. You may go to this Landing Page for guidelines for submission of insurance, samples and instructions for completing the ACORD certificate forms: <http://www.mta.info/vendor-insurance>.

Evidence of Railroad Protective Liability and/or Builder’s Risk Insurance requires submission of a policy and is not acceptable on a certificate of insurance. A binder is acceptable pending issuance of the policy. The binder must indicate the contract number, description and location of Work and the designated Licensee and must be signed by the authorized producer or insurance carrier.
 2. Insurance Confirmation. In addition to the foregoing certificates of insurance, the Licensee or its insurance broker shall submit a copy of the following endorsements with reference to: the contract number, description and location of Work and designated Licensee, where applicable.
 - a. Additional Insured endorsements specifically naming the LIRR per requirements of this Contract.
 - b. Primary and non-contributory endorsement(s) naming the LIRR per requirements of this Contract.
 - c. Waiver of Subrogation endorsements in favor of the LIRR per requirements of this Contract.

- d. Other coverage endorsements may be requested depending on the Scope of Work to be performed by the Licensee.
1. The Licensee shall submit evidence of compliance of all insurance requirements before any Work is started to the MTA Risk and Insurance Management Department within 30 days of the start of any Work.
2. After the Licensee's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the Licensee via the MTA Certificate of Insurance Management System (CIMS), Complianz™. It will also provide the email address for all insurance renewals, specific to this Contract. Do not bundle certificates as each contract is assigned a specific email address.

At least two (2) weeks prior to the expiration of the policies, Licensee shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies.

3. Failure of the LIRR to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the LIRR to identify a deficiency from evidence provided, will not be construed as a waiver of the Licensee's obligation to maintain such insurance. LIRR acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by the LIRR that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
4. LIRR has the right, but not the obligation, of prohibiting Licensee from entering the Project Site until LIRR receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

SECTION C. REQUIRED INDEMNITEES:

Long Island Rail Road Company, the Metropolitan Transportation Authority, the State of New York, and each of the foregoing's respective subsidiaries and affiliates existing now or in the future, its or their successors and assigns, and its or their employees, members, officers, directors, contractors, subcontractors, agents, consultants, representatives, commissioners, and any other persons acting on their behalf.

ATTACHMENT F

DESIGN PLANS

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