VILLAGE OF GREENPORT
COUNTY OF SUFFOLK  STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York

June 27, 2019
7:00 P.M.

B E F O R E:
GEORGE HUBBARD, JR.  - MAYOR
JACK MARTILOTTA  - DEPUTY MAYOR
PETER CLARKE  - TRUSTEE
MARY BESS PHILLIPS  - TRUSTEE
JULIA ROBINS  - TRUSTEE

JOSEPH PROKOP  - VILLAGE ATTORNEY
SYLVIA PIRILLO  - VILLAGE CLERK
PAUL PALLAS  - VILLAGE ADMINISTRATOR
(The meeting was called to order at 7:00 p.m.)

MAYOR HUBBARD: Okay. I'll call the meeting to order, Pledge to the Flag.

(All stood for the Pledge of Allegiance)

MAYOR HUBBARD: Please remain standing for a moment of silence for Richard Francis Butler, Victor Grissino, Mary E. "Miz" Thomson.

(All remained standing for a Moment of Silence)

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

TRUSTEE PHILLIPS: Excuse me, I'm sorry.

(Trustee Phillips entered the meeting)

MAYOR HUBBARD: Okay.

TRUSTEE MARTILOTTA: You had me worried there.

TRUSTEE PHILLIPS: I had me worried, too.

MAYOR HUBBARD: The annual Fire Department Carnival fundraiser will be held from July 2nd, 2019 through July 6th, 2019, with fireworks scheduled for July 4th, 2019, and July 6th, 2019, at 10 p.m.

Village Offices will be closed on July 4th in celebration of Independence Day holiday.
Okay. We have listed as a presentation from Paul Connor and Linda Sweeney regarding Stonybrook/ELI merger. We have Dr. Kaplan here, who's going to take care of that for us.

(Laughter)

DR. KAPLAN: Good evening. And thank you very much for asking Eastern Long Island Hospital to fill you in on a little bit of the merger that's going to take place as of Monday, or midnight, I suppose, Sunday night, you take your pick.

Just to introduce myself, I have not gotten very far in life, approximately one-and-a-half blocks, that's about it.

(Laughter)

DR. KAPLAN: But having gone through Greenport High School, and then up to Union in Buffalo, and out to Vanderbilt, I stopped at a number of different pretty high-powered places. And when we decided to come back here, as we came across the Washington Bridge, my wife said, "Are you sure," because every window was blown out, and dirty laundry was hanging down. And I said, "Sure, let's give it two years." Thirty years later, poof, there you go.
And for the last 20 years, I've been involved in the Foundation at the Hospital, so it's been a long career. And, happily, I can attest to the fact that it's gotten better and better.

Started in 1905, and as we're going to offer each one of you a tour through that wonderful little place when you have a minute. Maybe we'll take a group tour, as a matter of fact.

But what's the changes? The only change that's going to happen come July 1st is that this becomes a little red badge, that's it, because Stony Brook doesn't really want to change us, they want us to grow. They need us, we do need them. We need them because we're just a little, tiny tail on the end of a big dog, if you will. There's been the incorporation of medicine all through it, and, unfortunately, when you're small, you can't really fight with big folks, you can't really argue with the reimbursements that are -- that are paid.

So what's really going to happen? We want from Stony Brook more physicians. We already have in place an additional surgeon that's going to be here July 1st. We've already got a Master's in
Surgery Program, together with Southampton, we have a new Urologist on board, and it's just going to keep on growing from there. We want subspecialists out here, but we also want primary care folks.

It's very difficult to get anybody out here, as you well know, that's young, because the expenses are just so crazy, but we'll do it. We want and are already engaged in a Residency Program in Psychiatry. We have research drug trials underway, and we are going to have telemedicine as well. What is telemedicine? Well, let's say we have a neurologic case in our Emergency Room, we don't have a neurologist on staff, and the ER Doctors are going to be working with very closely with actually showing video to the folks at Stony Brook to make sure that the entire case is reviewed and handled correctly.

We already, as you know, have the wonderful addition of Stony Brook in terms of First Responders. They work terrifically with your EMTs, who, as you know, are really top-notch across the board. I think any of us who've had any experience realize that the minute you put your phone down, somebody is rushing in the door.
and you're taken care of, and incredibly beautifully, and that goes even for football games, as I recall.

You have to understand that I came from an era when, as a known physician here, I was required to go to the football field and watch the game, the same field that we used to play on. Now it's a whole different ball game, and if you really need something, a helicopter appears.

Well, it's not magic, but it's all worked through Stony Brook. Again, the coordination would be through Southampton, which is now part of Stony Brook. We are going to be part of Stony Brook, and then Stony Brook itself.

There's at least one or two people here in the audience that know that Stony Brook's therapy is absolutely world class and life-changing, if you will.

What about the employees? We have almost 400 employees. How are they affected? Not a change is going to happen to their paychecks. Basically, they don't become employees of Stony Brook, but they actually go into a little special unit, and the whole unit basically is hired, if you will, by Stony Brook. So Stony Brook becomes
responsible for them, and there certainly aren't going to be any changes going on for a couple of years, until we sort of make any maneuvers.

But you have to remember, we're a full service hospital. We've got psychiatry, we've got drug detox, we've got drug rehab, we've got acute care, we've got an ICU, and we have ambulatory surgery. Those things are not going to change, they're just going to be enhanced.

The reason that Stony Brook really looks at us? Hey, we're pretty small, but we happen to have an operating room that has a little space, and operating room time is really golden. So we can expect that we're going to be busier than blazes going forward with a lot more surgery, a lot more subspecialty.

Again, the only thing I can say to you is it's all going to be that much better. I think we have run a wonderful shop as it is. We're going to grow a little bit more. What I would like to do, though, is to make sure that if anybody has a problem at any time, you've got to let us know. If you don't say something, we don't know it's happening. I mean, if you get angry, if you say, hey, you should be able to do this, you should be
able to do that, you should be able to do more at the school, or what have you, let us know, because, yeah, that's our job.

We have all sorts of, you know, surveys that go on, but that doesn't mean anything. It's really what people see that is the real difference. So holler, pick up the phone, call, and we'll try to take care of it.

I will pass out any of the data that you've got there, it's homework. All I can say is we are very, very excited about it. All the employees are really on board. It's a nightmare to go through, from a bureaucratic standpoint, and that's really why Paul and Linda are not here tonight. You know, Paul, used to have black hair about a year ago, but now it's gray just going through this stuff.

(Laughter)

DR. KAPLAN: So it really -- and you can expect -- as a patient, you'll probably see some bureaucratic snags, too, but the care is going to be terrific. We're going to try to keep the local wonderful care that we've always delivered present every day going forward.

I'd be happy to entertain any questions
you've got, or after you read the things that I've passed out, around midnight, if you want to call me, that's perfectly okay.

(Laughter)

DR. KAPLAN: Thank you very much.

MAYOR HUBBARD: Okay. Thank you. We look forward to the ongoing upgrade of the hospital.

Okay. Before we get to the public hearing, I just want to recognize, this is a picture that was given to me from Dr. William Zitek, who was the vet on the corner in Southold, lived on Shelter Island. He sold his house in Shelter Island, he was moving away, and he found this picture. We believe it's somewhere in the late 1800s of down by Claudio's dock, the end of the pier. And he gave it to me to give to Village Hall, and he kind of presented that to the Village, and he said, "Here."

I just want to, you know, show this, and thank him for the donation to the Village, and we'll put this over at Village Hall. And just to recognize him for him thinking of all of us in the community with an old picture. Okay? So that will be at Village Hall.

TRUSTEE MARTILOTTA: That's cool.
MAYOR HUBBARD: I want to thank him for that.

TRUSTEE PHILLIPS: That's a cool picture.

MAYOR HUBBARD: Okay. We have a public hearing, it's been noticed, advertised and all, on Chapter 142 Wetlands, Floodplains and Drainage. There's some minor changes. Most of it was just in time frame of permits and fees on it and all, just correcting and making it consistent with our policies that we kind of were doing.

So I'll open up the public hearing. If anybody would like to address the Board, come to the podium, your name and address for the record, and the public hearing is open, if anybody would like to speak on it.

MR. SALADINO: John Saladino, Sixth Street.

I had raised this question with the Village Board at the work session. I'm -- I read the chapter, and I had asked that perhaps in the language you could include -- you put a time limit on wetlands permits to correspond to the time limits on building permits, is that what I'm --

TRUSTEE PHILLIPS: (Nodded yes)

MR. SALADINO: Is that what I'm reading?

MAYOR HUBBARD: Yes.
TRUSTEE PHILLIPS: Yes.

MR. SALADINO: I would ask that you would include language that any wetlands permit that's out there that doesn't have an expiration date be required to be voided, to be required to reapply.

We've all had experiences with 20-year-old wetlands permits that we know the dynamic changes with the environment, with the Village, that 20 years later, somebody comes and there's nothing the Village can do with a 20-year-old wetlands permit.

So I'd ask that, if it's possible, and I would ask the Board -- I would ask the Attorney through the Board if that's possible, to include some kind of language that would -- that would sunset a wetlands permit that doesn't have an expiration date.

Every wetlands permit that I can remember in recent time, at least the last three or four years, the CAC had always made a recommendation to this Board that -- that it be a two-year permit. So, in recent memory, there are no -- there are no wetlands permits out there that have been issued in the last three, four, five years that do not have an expiration date on it. But there are some
that -- that don't. And we know that people kind of do what people kind of do, and they interpret -- how they interpret things is sometimes to their benefit, and sometimes not to the benefit of the Village.

The other thing that I would ask is, is that perhaps some language could be included that -- the Village doesn't have a maintenance permit. The Village doesn't -- doesn't issue maintenance permits, they issue wetlands permits. The DEC issues maintenance permits. And some applicants kind of think that a maintenance permit is -- is all they need to do certain work. And sometimes what happens with a maintenance permit is there's like mission creep, there's -- there's -- you know, in some people's mind a maintenance permit might mean for a marina to reinstall 10, 12, 15 pilings that were -- that were displaced by ice or something, and that's reasonable. But in some circumstances, somebody might think a maintenance permit is okay to install 550 feet of bulkheading, as we've seen in the past.

So maybe the Attorney, with the help of the Village Board, could kind of include some language to address that in this -- in this revision of
Chapter 142. This way it takes all ambiguity out of the picture.

Thanks. Thanks for listening.

MAYOR HUBBARD: Okay. Thank you. Anybody else wish to address us?

MR. TASKER: Good evening. Arthur Tasker from Beach Street.

I support what Mr. Saladino said with respect to the termination of outstanding wetlands permits. My real question, though, has to do with the wetland permit fees that are shown in Section 142-7.

And I'm concerned about a couple of things. First of all, that there needs to be some clarification of how the fees apply, because it lists an application filing fee of $350.

There's a Section 147 -- 142-7 of the existing wetlands law, and there's an application filing fee of $350. I'm not sure what that covers. That should be explained, I think.

Then there's an amended section for new bulkheads, docks and floats per linear feet -- per linear foot of $5. Is that in addition to the $350 permit fee? That's not clear.

Skipping over the next one, then there's a
dredging and filling per cubic yard, $5. Is that in addition to the permit fee? Again, that's not clear.

The one of real concern is what's called the as-built fee. And if I understand it correctly, that's the fee that's charged when somebody does work without a permit, and then comes back in later looking for forgiveness. That is $350, a flat fee. So that suggests that you could build a new dock, 1,000 feet of new dock for -- and not -- not get a permit, a permit for which would have been $5 a foot or $5,000. And if you get -- then apply for an as-built fee, you can get a permit for $350 that should have cost you $5,000.

So the as-built fee has got to be -- has got to be related to the work that was done in terms of the number of linear feet of bulkheading, or the number of yards of dredging and filling. You can't leave really -- this is a completely ambiguous fee structure that needs to be reviewed.

And I'm concerned that there's no performance bond required in Section 142-9(A), that has been deleted.

And I guess that's it. It's really the permitting fees that are of concern to me,
because, again, it's a place to winkle a cheap
permit. Thank you.

MAYOR HUBBARD: Thank you.

MS. ALLEN: Chatty Allen, Third Street.

I just want to echo what both of them said, because that was my thought. If you're going to
be now doing a two-year limit on any wetlands
permit, not voiding the ones that are still out
there, but saying they now will expire in two
years, so that everyone's on the same playing
field.

You know, if you're going to start making a
time limit of two years, then the ones that have
been out there for decades should also have to be
earmarked for the two years as well, not just --
I'm not advocating to void them out completely,
just they should also be given a two-year time
limit. You know, if they've had one for 12 years,
okay, you have two more years. If it's not used
within then, then you have to reapply. Thank you.

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

(No Response)

MAYOR HUBBARD: Okay. What's the Board's
feeling on it? You want to close the public
hearing, go back and consider rewriting?

TRUSTEE PHILLIPS: Yes, let's close the public hearing.

MAYOR HUBBARD: All right. We got a motion --

TRUSTEE PHILLIPS: I'll make the --

MAYOR HUBBARD: -- to close the public hearing.

TRUSTEE PHILLIPS: I'll make a motion to close the public hearing.

TRUSTEE ROBINS: I'll second that.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

We'll close that public hearing, and we'll discuss it at our work session next month.

Okay. Next on the agenda is the public to address the Board. Anybody from the public wish to address the Board on any topic?
MS. WADE: Hi. Randy Wade, Sixth Street. This is in relation to the lease option for Hawkeye. I understand the difficulty of having to operate the Village and try to keep the taxes from rising. As Steve Covey said, “Before you wonder 'Am I doing things right?' wonder 'Am I doing the right thing?"

In November 2002, the Village was hurting financially. The Board back then approved a power plant, and in only six months received a Negative Declaration of impact from a SEQRA review, received DEC approval, and one year later was in operation. In what should not be a president -- precedent, there was no public hearing.

And so in 2003, this plant was constructed on what the environmental report itself described as undeveloped woodlands containing vegetation typical of undisturbed and revegetated areas. The project site is surrounded by forest to the north, west, and east; to the south lies the wastewater treatment plant. The 60 -- 67 to 70 foot tall trees mentioned were clear-cut, and we now have 2.2 acres paved in concrete.

Sometimes we don't realize what's actually there hidden away, so this was downloaded from the
Hawkeye website. I don't know if you'd like to pass this around. Pass that down. Thanks.

LIPA has been seeking to solve a problem for the few hours of peak mid summer on the South Fork. After a 2015 RFP, they decided to expand offshore wind energy, install battery storage units that are about the size of a trailer, and provide temporary generators, the size of a truck on wheels, with this last one only to be used until the other sources were operational.

There are more creative solutions on the horizon. Southampton has instituted an energy reduction program that pretty much forces new houses over 4500 square feet to install solar. LIPA's 20-year projection for peak energy growth has -- and it goes like this (demonstrating), it's increasing over time. Has over the last four years been shown to be incorrect, because peak use has remained steady, according to Southampton expert Lynn A. Arthur's calculations.

So within this shifting landscape, with overall goals of the state and local level for green energy, Hawkeye wants to expand from its two combustion turbine engines, a generator, and a -- and holding tanks of fuel and toxic chemicals.
You see, the South Fork residents will not put up with oil-fired -- oil-fired-polluting generators in their midst. And if Hawkeye only wanted to add batteries, there's room on their current site, as you can see from that aerial, and a higher peak (phonetic) could be negotiated to let them add battery storage.

The current plant that exist now in -- I pulled this out of the SEQRA analysis. They anticipated that the plant to burn just under 14 million gallons of oil per year, to use up to 48,355,200 gallons of water a year, and we are only recently becoming aware that we are over-depleting our shallow aquifer. Most of this water is combusted.

It would store a solution of 17 1/2 to 19 1/2 percent ammonia in water in 12,000 gallon tanks.

It would emit 37,418 pounds of carbon dioxide pollution from its 65-foot high stack. It would emit up to 22 tons of nitrogen oxide pollution -- these are annual figures -- oxide pollution, that's NOx, which you hear about, and not use reasonably available control technology to reduce it, because they're just
getting under a threshold.

In 2002, we did not have such detailed figures about the impact of a plant when the Board approved that. We were not as aware of fossil fuel negatives. We could not look at an aerial, as I showed you, and see the incompatibility with Moores Woods.

The treed buffer described in the analysis as a benefit will be clear-cut, and the expansion will be so close to the reservoir, that there will be no buffer. Trees can't be planted in water, and planting them doesn't mean that they're decades old and large.

New York State is looking to retire carbon-based peaker plants. How does this plan respond to the New York State's renewable energy targets?

In looking at the draft lease option, available online only yesterday, that you are scheduled to vote on tonight, Hawkeye can cancel the lease at any time. The only way the Village can decide, no, this is not what our citizens want, is if the environmental approvals are not obtained. How do you think the applicant in 2003 turned a two-year environmental review process
into six months? Can we rely on DEC or any other agency to look out for our interests?

So let's just take a step back a minute and let's imagine what we might want instead. What if a nature center lets students walk over with their ecology class to study local fauna and identify birds? Then on weekends, after putting kids on the model railroad, or watching a baseball game, what if families walked along the west side of Moores Lane to a picnic area by the lake or reservoir just north of the drive into Hawkeye? What if kids were taught to look out for frogs at the water's edge, and you, Mayor and Board Members, drove up Moores Lane and thought, "During my time on that Board, we protected this area"?

Thank you so much.

MAYOR HUBBARD: Thank you.

TRUSTEE PHILLIPS: Randy, I have one question, just a clarification on your statement.

MS. WADE: Yes.

TRUSTEE PHILLIPS: The numbers that you threw out --

MS. WADE: They were from SEQRA.

TRUSTEE PHILLIPS: -- from the SEQRA, correct, was that based on the actual activity, or
anticipated activity, or is that an estimate of
projection of it being run 365 days a year?

   MS. WADE: No. I can't remember exactly.

It was something like 900-and-something hours.

They had a number of hours that it would be
operating.

   TRUSTEE PHILLIPS: Okay. I reviewed the
SEQRA, I didn't see that. Most of what I read
said it was on a 365-day basis.

   MS. WADE: No, not --

   TRUSTEE PHILLIPS: So I will go back and
review it,

   MS. WADE: Yeah, no.

   TRUSTEE PHILLIPS: But that's my question.
And I think that that's something that needs to
be -- you know, the public needs to understand
that.

   MS. WADE: Yeah.

   TRUSTEE PHILLIPS: Okay. That's what I'm
asking.

   MS. WADE: No. They were very clear,
that --

   TRUSTEE PHILLIPS: Well, I have to go back
and look at that.

   MS. WADE: The number was given. I don't
remember exactly how many hours it was.

Anymore questions?

MAYOR HUBBARD: No.

MS. WADE: Thank you.

MAYOR HUBBARD: Thank you.

MS. LAUBER: Hi. Peggy Lauber, Sixth Street.

I'd like to read a letter that is signed by Friends of Moores Woods, and I signed it, along with the following: David Corwin, Margaret deCruz, Rhona Enea, Dinni Gordon, Kevin Heaney, Marty Heitner, Paul Kreiling, Ken Ludacer, Linda Mugford, Brent Robertson, Ellen Schnapel, and Randy Wade.

"Dear Mayor Hubbard and Village Board: We, the undersigned, object to the proposed expansion of the Hawkeye Electric power plant in Moores Woods, and respectfully ask that our Mayor and Village Board refrain from signing an Option to Lease with that organization for any additional property. If Village Officials sign such an option, and other entities review, hold hearings, and subsequently approve the expansion plan, Greenport Village will be committed and will be forced to provide a lease or face potential
litigation from Hawkeye, the applicant.

When considering this type of action, the Mayor and Village Board have a duty and responsibility to provide their constituents with complete and accurate information in a timely manner; to schedule, with appropriate advanced notice, and conduct a full public hearing, and to listen and seriously consider the desires and perspectives of the community they serve before making an irrevocable decision."

Thank you.

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

MR. SWISKEY: I'll go before John. William Swiskey, 184 Fifth Street.

Before I get into what I mainly came here for, the -- Hawkeye is looking to lease the land that No. 10 Building stands on, that's what I would assume.

MAYOR HUBBARD: Correct.

MR. SWISKEY: So that's not really that bad, believe it or not. The last time everybody was screaming, and this and that and the other thing. Oh, the Treasurer is not here, but perhaps you know. What's the total, tax income and lease
payments that Hawkeye makes to the Village each year? It's in the hundreds of thousands of dollars, isn't it?

MAYOR HUBBARD: Six hundred.

CLERK PIRILLO: No. Close to 600.

MAYOR HUBBARD: Around 600,000.

TRUSTEE PHILLIPS: Six hundred thousand.

MR. SWISKEY: Right.

MAYOR HUBBARD: Give or take. I'm not sure of an exact number, but --

MR. SWISKEY: And they pay a significant amount of taxes to the school district.

MAYOR HUBBARD: Yes.

MR. SWISKEY: One of the bigger taxpayers in the school district. I just --

TRUSTEE PHILLIPS: Yes.

MR. SWISKEY: I mean, No. 10 is a falling down old storage building, which we haven't maintained in years. So I would urge the Board to look at this -- what they're doing is they're -- there's going to be proposals for power plants that LIPA's going to put -- well, yeah, LIPA's going to put out. So they're looking to ensure that this land, they can get their hands on it if they win the bid, basically. That's why they're
giving you "X" amount a month through -- they go through the process. But I think the Village would be very foolish to pass this opportunity up. Could be another 100, $200,000 to the school district, which needs the money to fix bathrooms and whatnot. Anyway, that's my opinion on it, I realize that's just mine, and I've been hollering on this issue before, years ago.

But now to get to the two -- a few main things that I basically came to this meeting for, and some I was going to come and never made it. The -- those sewer discharges into the Sound, the untreated waste, did we ever determine a cause?

MAYOR HUBBARD: No. It was excess groundwater and all, and I think some of it had to do also with the broken pipe on Clark Street.

MR. SWISKEY: Broken pipe on Clark Street? Broken pipe on Clark Street was 12 foot deep. And that much groundwater -- that much groundwater couldn't --

MAYOR HUBBARD: Yeah. There was a sewer pipe there and the groundwater was so high.

MR. SWISKEY: Did we get a report?

MAYOR HUBBARD: Report from whom, Bill?

MR. SWISKEY: We hired an engineer, right,
to study it?

TRUSTEE PHILLIPS: Are we confusing a couple of different issues here?

MR. SWISKEY: We're talking about -- remember the discharges that we made into the Sound on rainy days, Mary Bess?

TRUSTEE PHILLIPS: That was about two years ago.

TRUSTEE ROBINS: About a year.

MAYOR HUBBARD: No.

TRUSTEE PHILLIPS: A year-and-a-half ago, maybe.

TRUSTEE MARTILOTTA: No, a year.

TRUSTEE CLARKE: Last year.

ADMINISTRATOR PALLAS: About a year ago.

TRUSTEE PHILLIPS: A year ago, okay.

MR. SWISKEY: Yeah. We hired Holzmacher to do a study, I believe, right?

ADMINISTRATOR PALLAS: We are -- actually, it's still ongoing, because it's a long-term study to determine where the -- what's called infiltration is coming from. We're still in the process of that.

MR. SWISKEY: Well, it seemed to have stopped, because we haven't had the problem, we've
had significant rain. Could the problem have been that we weren't popping off enough sludge and our clarifiers were chock-full and couldn't handle any capacity?

ADMINISTRATOR PALLAS: No, had nothing to do with that.

MAYOR HUBBARD: No.

MR. SWISKEY: Nothing do with it? All right. But I would like to see the report when it's ready, because he had to get a report ready. It's kind of strange on an incident that was quite significant and hasn't happened since.

MAYOR HUBBARD: Correct.

MR. SWISKEY: I'll go with the clarifiers, but that's my opinion.

Oh, the next issue I want to ask about is the Braun lawsuit. Is there any progress on it?

MAYOR HUBBARD: Yeah, there's been a lot of progress on it. It's been reported on at each of our work sessions over the past three months. We're in disclosure right now. We sent all our paperwork to them, they were sending all their paperwork back to us. I don't know if we've received that or not since last week.

ATTORNEY PROKOP: As of this afternoon, no,
but it should be in any day.

MAYOR HUBBARD: We have not received the paperwork back from Braun.

MR. SWISKEY: So, basically, there isn't much progress, it's just back and forth. They -- we tweak them, they tweak us. How close are we to a settlement or a resolution, Joe, any idea?

ATTORNEY PROKOP: Well, I think since the last meeting you were at, the Trustee -- the Board voted to try to proceed to mediation.

MR. SWISKEY: Yeah, a mediate --

ATTORNEY PROKOP: We undertook a document exchange and that was -- took a lot of time due to the volume of documents. The -- and we're now waiting for Braun's documents, and then we'll proceed to mediation.

MR. SWISKEY: Mediation, if I remember, during negotiation is not like arbitration. Mediation is not binding.

ATTORNEY PROKOP: It's not, it's not binding, that's right.

MR. SWISKEY: A mediator could come up and say this, and then either side could say, "No, we don't want it." So we might wind up in court still, yet, I don't know.
ATTORNEY PROKOP: We are in court.

MR. SWISKEY: Yeah. Anyway, the next issue is -- and there's significant problem on the corner of Clark and Fifth Street. I mean, one person is really suffering. And the rock drain that they put in, the problem with putting in that type of drain for a street drain is the sand and mud comes and the drain is finally plugged up, so it can't absorb anymore water. Any water that's coming out there now is going by evaporation.

Are we going to help this poor woman out and actually put in a drain system? You know, it would be a couple of rings and a couple of curb boxes and we could solve the problem. Is the Board affable? Or maybe we should hire an engineer or something, but it's not rocket scientist to fix that. Are we going to do something for this poor woman or not?

MAYOR HUBBARD: Yes. It's been considered, it's been talked about, and everything else. We tried that as an attempt to do something with the complaints that she had last year. It had been working. She was happy with the work when it was first done. I saw her yesterday. She posted something again, saying that she put a rubber duck
back out there again. So we will address it.

MR. SWISKEY: It's like I explained to him at the time. It's a rock drain and a gutter. Eventually, there's no storage, it has to go through the rocks and get in.

MAYOR HUBBARD: Yes.

MR. SWISKEY: Eventually, the dirt comes and plugs up your rock structure, and then all you've got is mud and mosquito hole. Well, that's what you got now. So, you know, these quick fixes, I don't know who thought that would work there, but they don't know much about drains. Anyway, I would appreciate if the Board could do something, because she is my neighbor.

This Hard Corners, is that the Capital One Bank?

TRUSTEE PHILLIPS: Yes.

MAYOR HUBBARD: Say that -- I didn't hear the first part.

MR. SWISKEY: This Hard Corners, we got an agreement with this company or corporation called Hard Corners for parking or something?

MAYOR HUBBARD: Yes.

MR. SWISKEY: That's Capital One Bank?

MAYOR HUBBARD: Yes.
MR. SWISKEY: All right. That's -- because, you know, I'm looking at the thing, and what is Hard Corners? All right. And I assume if they sell it, then the agreement's off.

MAYOR HUBBARD: Well, they -- Capital One hasn't sold it to these people yet. If we're going to try to use that for parking, these people want an agreement with us so it could be opened up and be used for parking during the summertime.

MR. SWISKEY: What kind of corporation is Hard Corners? Are they planning on putting something there, or you don't know?

MAYOR HUBBARD: I -- Bill, I really don't know. Their attorney forwarded the stuff to us. We had the agreement. I met with the principal, who was looking at buying it. Last I heard, they still had not had the closing on it yet, but this was just something that we were trying to get the parking spots, 25 spots opened up for the summertime.

MR. SWISKEY: Well, I commend you for that. And the next thing here is I noticed in the Safe Harbor agreement, the agreement I guess with Stirling Harbor, or Brewer's, or whoever's going to dredge, that if the Village objects to the
contractor they hire, he can't hire that contractor. Now I never heard -- saw that in a Village contract before. Are we mad at some local marine contractor? I mean, it says -- it says in there, if the Village doesn't like the contractor Stirling Harbor hires, the Village can just say, "Don't hire him." Now, I don't know if the Village has got any expertise on marine contractors. It just seemed a strange clause, almost like it was put in there for one person. I'm sure the Village wouldn't do that, would they, Joe?

ATTORNEY PROKOP: No.

MR. SWISKEY: All right. Thank you. Now the big issue that I came here for was where -- a $3.2 million bond? What's the length of this bond you're proposing, how many years?

MAYOR HUBBARD: We haven't gotten that far. To move the project forward to work on the grant proposal, as you know, Bill, you have to show that you have money to cover the project, and the overall project is 3.2 million. So we're proposing the bond to show that money is in place to take care of the project, and it's an 80/20 match on it.
MR. SWISKEY: Yeah, we have to -- we have to lay out the 3.2 million before you get anything back.

MAYOR HUBBARD: Well, we're not laying anything out. We have to show this, so we could try to move the grant forward to get the grant to be able to move the project forward.

MR. SWISKEY: You know, just spending $3.2 million for the Shelter Island Ferry Company really irks me. I mean, they're the sole beneficiaries of what this is going to be. This is doing nothing for the Village of Greenport, not a -- not a damn thing.

MAYOR HUBBARD: But, I mean, Bill, that's your opinion. The people on Wiggins Street feel completely different.

MR. SWISKEY: Well, they -- you know, I don't know how many of them really feel that way or not. In other words, you know, you have a -- why don't we just send our Code Enforcement down there and just start ticketing these people? In other words, make Wiggins Street one way and one the other way. Throw the traffic back up.

Why are we, the people of the Village of Greenport, going to -- because, eventually, if
this goes forward, we're going to have to borrow this 3.2 million, spend it, and then hope that the State has appropriated the money, because what happens with -- remember Lorna Catus? She had the best thing about this. She was Village Clerk. Unless you've got something in your hand from the State that says the money has been appropriated and you could draw on it, all you have is a promise. And over the years, the Village has had some promises that have never got its money back on and it spent a lot of money.

So I would urge that until we get some kind of either commitment that -- I just don't like spending the money. Why can't we just borrow the money from North Ferry Company, and if we get the money back, we'll pay it back? If not, we'll just stick you. The North Ferry Company is not our friend. They have never been our friend.

(Laughter)

MR. SWISKEY: And I would urge this Board, basically, to just vote no on this bond issue. Believe me, it's -- you could wind up with a $3.2 million bond payable back over 25, 30, 40 years, and the taxpayers here would be stuck for it. I want to -- before I authorize this bond, I
want to see a little bit more like -- in other words, we're -- we're going to spend money on engineering right now, right? There's another --

MAYOR HUBBARD: Correct, the first $400,000 for an engineer.

MR. SWISKEY: We have to lay that out, that's our money. Engineers don't work for nothing, believe me. The Village has to lay out $400,000, and it has to lay it out fairly soon to get a plan, right? Am I right or wrong? What? Somebody answer me, please, tell me I'm wrong.

MAYOR HUBBARD: Yeah.

TRUSTEE ROBINS: Yes.

MAYOR HUBBARD: The bill is fronting the money, because the grant is coming through. The grant cannot be applied for by a private entity. It's being run through the Village, and then we will get reimbursed for it 80/20, with North Ferry covering 10% of the money, and the Village covering the other 10% of the 20% match.

MR. SWISKEY: Has the State Legislature authorized this money yet?

MAYOR HUBBARD: It's through a grant, and they said the money is committed to the project.

MR. SWISKEY: Do we have a letter that says
this money is --

    MAYOR HUBBARD: No, I do not have a letter
that states that, Bill.

    MR. SWISKEY: Then you have nothing.
Believe me, you have nothing. Thank you.

    MAYOR HUBBARD: Okay, yup.

    TRUSTEE PHILLIPS: Yup.

    MAYOR HUBBARD: Anybody else wish to address
the Board?

    MS. MURRAY: Hi. My name is Anne Murray,
and I actually live in East Marion, but I'm here
because of this Hawkeye proposal. And I'm
concerned about the water issues, because it
doesn't only affect Greenport, it affects
everything east of Greenport, including East
Marion.

    I don't know if you're familiar with the
study that Glynis Berry did on water use in
Southold Town.

    MAYOR HUBBARD: Yes.

    MS. MURRAY: If you've read that report, you
know that Greenport is one of the heaviest users
of water, because of Peconic Landing and the
increase in tourism.

    We share the same aquifer. I live in East
Marion. We have issues in East Marion, because one of the things we found is that water trucks from up-Island have been filling up from the fire hydrants in East Marion. They've been filling up their trucks and delivering water to Shelter Island to fill up pools, because Shelter Island banned anybody filling pools with Shelter Island water, and that's depleting our aquifer.

We all share the same things. So I'm wondering, has the Village Board considered the water use that this project would use, number one? I don't know if you have. Number two, why has there been no public hearing on this? I'm mystified. I would think this is something the public would want to know about and be very concerned about. Is this something the Village Board doesn't normally do a public hearing on?

MAYOR HUBBARD: No, a public hearing is not required on this, and it's been in the works for 16 months. It's been talked about at our regular meetings all along.

MS. MURRAY: Okay.

MAYOR HUBBARD: This is -- you know, I mean, it's been something that went on. Like I said, it started 16 months ago, so it hasn't been a secret.
It didn't just come out yesterday --

MS. MURRAY: Okay.

MAYOR HUBBARD: -- when the agenda came out, and it's been over a year --

MS. MURRAY: Okay.

MAYOR HUBBARD: -- that we've been discussing this and talking about it.

I could just tell you, on the water trucks, Suffolk County Water Authority owns those hydrants, and Suffolk County Water Authority gave permission to the trucks to fill up on that.

MS. MURRAY: Well, apparently, they --

MAYOR HUBBARD: When they were filling up in the Village, we complained about it and stopped them from that. But Suffolk County Water Authority is the person that you would have to try to complain about that.

MS. MURRAY: No. We already have, and they've actually --

MAYOR HUBBARD: Okay.

MS. MURRAY: -- decreased the amount of water these trucks are allowed to take now, which is a very good thing.

MAYOR HUBBARD: Uh-huh.

MS. MURRAY: However, I do think that an
issue like this could have environmental consequences. And I don't know if you've discussed this at some of your public meetings, because, as I said, I'm not a resident of Greenport, but I just wanted to share my opinion with -- opinion with you on the environmental impacts. Thank you.

MAYOR HUBBARD: Okay. No, that's fine. And just to clarify, we did -- I believe it was last February or March, we had a good half hour discussion amongst the Board Members and public on the overall process of this, because, at the time, they needed a commitment to re-up their PPA, Purchase Power Agreement, with LIPA. If that did not get approved with what they needed, that's why we did the option agreement at that time, that they could lose their overall contract, and the Village and the School would lose over three-quarters of a million dollars of revenue. That's why the option agreement was originally written, that's where it came from. And the whole Board, with previous members -- you know, Mr. Clarke wasn't on at the time, but previous members, we thought about this long and hard, and we talked about the whole ramifications.
We did this to try to keep that plant functioning in Greenport.

Yes, they did 900 hours, which is a third of the -- a quarter of the year, whatever. I don't know what that actually equates. But it's only a peaker plant. They didn't run it very much last year, only -- what's the amount of days?

ADMINISTRATOR PALLAS: I think it's about -- I don't know the days, but I know it's like 1,000. Most that I know of, about 1,000 hours total.

MAYOR HUBBARD: Okay, 1,000 hours. So we entered into this part of it just to try to protect what the Village was already getting and the School was getting as income that was coming in. So that's why we did the option agreement. It never went anywhere for a year. When I was working on this year's budget, I said, "Where's the $500 that we're getting on this," and it had never actually been formally signed by the Village or by Hawkeye, and that's why it came to a head at this point now.

That's, you know, just a brief description of how the process went and where we came -- how we got to this point. Okay?

Somebody else is waiting to speak. Hold on,
Randy, somebody else is waiting to speak.

MR. CORWIN: My name is David Corwin. I hadn't intended to say anything about Hawkeye, other than I did sign the letter. But I just don't agree with you, Mr. Mayor, that it was thoroughly discussed.

I was at the work session, I haven't missed many work sessions. To me, it was just kind of a secret thing. It was discussed a little in terms of we're going to do this, that's it. Thank you.

MAYOR HUBBARD: Okay.

MS. WADE: I've been going to the meetings, also, and I just happened to look at the agenda in -- it was either April or May, maybe I looked at it in May, where next to the Hawkeye lease was a note about it, but it had -- and then I asked you about it at that meeting, because it turned out you went into executive session to discuss it, and you said that that's okay, because it's a lease.

And I understand that with a lease, or sales -- selling property, or buying property, you're allowed to go into executive session, because you want to get the best price for the public, it's in the public interest, but this is
not the case. This is, you know, a major environmental degradation of our park, and it really should be something that the public gets, you know, made aware of what's going on and gets involved in commenting.

And remember, Jack, you said -- you told somebody when you were campaigning that there was no plan to expand it. And so I forwarded to you the annotated agenda, because you were out that month, you had missed both those meetings, and so that's maybe why you didn't know about it. But, anyway, thank you.

MAYOR HUBBARD: Thank you.

TRUSTEE ROBINS: Could I just make a comment? The last Public Power Conference that I attended of New York Association of Public Power, there are discussions about the ways to transition to the renewable energy initiatives that the Governor has put forward, which is now pretty much State Law, that we're headed towards 100% renewable by 2050. But, actually, peakers are one of the ways that will be part of the transition to that period, when renewables are not, you know, providing energy, because there's not enough battery, you know, storage to get there. And
lights still have to stay on when the sun doesn't shine and the wind doesn't blow. So they actually did mention peakers as part of that transition to the ultimate goal of getting to renewable energy in New York.

MS. WADE: Then what's this, though, about -- this is the South Fork that has the peaking problem already. That's why we're really helping the South Fork with this.

TRUSTEE ROBINS: Well, that's currently. That was the initial reason why the plant was built. But I'm just saying that that wasn't part of the discussion moving forward to renewable in New York.

MS. WADE: Okay.

MAYOR HUBBARD: Okay. Anybody else wish to address the Board on any topic?

MR. BULL: Stephen Bull, Beach Street. I'm going to change the subject briefly here and talk about a little bit of what I perceive to be as good news.

I want to report that New York State Parks and Recreation and Historic Preservation has given, working with the Trustees -- thank you very much -- and with the staff of Village of Greenport
and the Business Improvement District, has given us a grant. And the grant, which has a report that will be due next October, in 2020, is a recognizance level historic resource survey of Greenport. And this will be the first time that the entire Village is looked at as a -- as a community, and as a historic community, separate from the way it's been looked at in the past, which we -- which has allowed us to create a Historic District.

So I just wanted to read just a few sentences from this description of the service, so that we're familiar with the goals of the grant that would be reporting, I believe, as we go along in this, and to want to get the public, to get Greenport itself involved in this.

But this recognizance level historic resource survey is the first step in identifying and gathering data on a community, got a community's historic resources that may be worthy of preservation.

Now we've had two grants -- two surveys that were done in the past, one was 42 years ago, and one was 22 years ago, so this is going to be the third in the series. But that was just studying
basically the Historic District as we -- as we know it now.

This recognizance survey is a kind of once-over-lightly inspection of the community and the neighborhood. It's useful in characterizing the resources in the area. The survey process includes planning, research, field work, data organization, evaluation and reporting. The survey is not a high level detailed information on every building in the survey area.

In general, the general picture is to look at the distribution of property types, architectural styles, and the character of neighborhoods, and I believe that Greenport has a series of neighborhoods. So it's going to be looking at neighborhoods. We're going to be looking at the commercial aspect, which is the Business Improvement District, and how -- how that has changed, or where it is now, is the goal, my goal.

We also want to focus on the commercial waterfront, which I think is a little bit underserved in the understanding of the Village of Greenport, and so that that is also given -- made part of that survey.
And then we're also going to look at the
viewscapes, which are very important in Greenport,
and they can be found at the end of many of the
streets in Greenport.

The only other note I have here is that the
report itself would discuss the significant
historic themes, events, persons, architectural
types and styles. It may be that we're -- we'll
be able to identify 10 to 15 buildings that would
be worthy of a more intensive level survey after
that for the possible expansion of those
individual buildings into the Historic District
itself. One building that comes to mind is the
Power Plant of the Village of Greenport, which is
not in the Historic District, but is certainly
historic in character and very important.

So that's the end of the good news. Thank
you very much for all your support.

MAYOR HUBBARD: Thank you very much for the
work you did on that, and with the Village Staff
and the BID. Thank you for that.

TRUSTEE ROBINS: Yup.

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

MR. TASKER: Good evening again. Arthur
Tasker from Beach Street.

I want to look at some of the specific and some of the -- comment on some of the specific and some of the resolutions that we're looking at. The first one is Resolution No. 8, which regards the agreement between Greenport and Safe Harbor Marinas to dredge the entrance to Stirling Creek, which I really applaud on many levels, and particularly the generosity of Safe Harbor in providing the funds for that.

I do have a couple of concerns, because in talking with Mr. Pallas about the scope of the project and how it's going to be done, I'm reminded of the fact that 25 years ago, the last time it was dredged -- excuse me -- while the Village wished to put the spoil in an area that would restore, for want of a better word, the serious erosion along the south side of Greenport's property, the Sandy Point, the DEC said no, it's going on top of the Point, or it doesn't happen at all.

What was subsequently done -- the Village capitulated, and what was subsequently done was the bulldozers came in, they bulldozed a berm around the perimeter on the Village's property on
Sandy Point, they put a row of hay bales around
the exterior of that, and they proceeded to pump
all the spoil directly on top of Sandy Point, to
the point where it eradicated all of the
vegetation on Sandy Point. There was nothing left
to speak of, including the extensive families of
killdeer birds that lived on the Point.

They also had to delay the work, ostensibly,
long enough to permit the ospreys, which nest
there in a permanent nest, and they have for 20
years or so, to fledge their young. So they said
you can't do the dredging until, I think it was,
June or perhaps July. Well, osprey, young osprey
don't fledge until the middle of August, so that
was a pointless gesture toward preserving the
ospreys.

I spoke with Mr. Pallas and I said, "Well,
what's the deal with the dredging permit from the
DEC in terms of where the spoil is going to be
permitted to be placed," and his answer was, and
please correct me if I'm -- if I'm wrong, was that
the DEC would not permit it to be put in the area
where the erosion was taking place, but had to put
it on top of the land, in other words, the same
deal they did in 1992.
It took seven years for the hay bales to disappear, because after the dredging was done and the spoil was placed up there, the Village walked away. They didn't remove the -- they didn't remove the hay bales, they didn't -- they didn't level the berm, they did nothing. They just dredged it and walked away. Well, the boating people got what they wanted. So what -- who cares what happened to the Village's own parkland?

The Village owns that, it's parkland. There are restrictions on what can be done to parkland, and they were not observed, and I see that's going to happen again, they're not going to be observed again. The DEC is going to say, "Our way or the highway," the Village is going to capitulate, and there's going to be another environmental disaster on the Village's own property.

And as Mrs. Wade said earlier --

ADMINISTRATOR PALLAS: And just to --

MR. TASKER: As Mrs. Wade said earlier --

I'm sorry.

ADMINISTRATOR PALLAS: Just to clarify.

MR. TASKER: Please.

ADMINISTRATOR PALLAS: It's not the DEC that's requiring this. We don't have a DEC permit.
yet.

MR. TASKER: I know you don't.

ADMINISTRATOR PALLAS: It's the Army Corps, it's the U.S. Army Corps of Engineers that are requiring this.

MR. TASKER: I understood you to tell me that it was the DEC that required it.

ADMINISTRATOR PALLAS: No, no.

MR. TASKER: It doesn't matter who it is, the same -- the effect is the same.

What I was about to say, and Mrs. Wade pointed out earlier with respect to her concerns about Hawkeye, don't rely on the DEC to look out for our best interests. And I would say the same is true, in this case at least, for the Corps of Engineers with respect to the dredging.

So I think that there's got to be some resistance. There's got to be some concern about what the effect of, you know, overall effect of this dredging is going to be. No one, no one disputes the need to open up the entrance to the harbor. I could go down there, walk down to the end from my beach house on Sandy Beach and just look at it, I can tell. You know, you can't get two 40-foot boats through there, that's for sure,
not at the same time. So that needs to be kept in mind, and resistance to the heavy-handedness, for want of a better word, of the DEC and/or the Corps of Engineers.

Finally, as it relates to that, is a Village issue with respect to the dredging. Why has there not been an application for a wetlands permit to perform that dredging in the creek mouth? Why is that exempt? Is it exempt? Is it considered to be exempt? Mr. Pallas, are they requiring a wetlands permit?

ADMINISTRATOR PALLAS: Are you asking me about a wetlands -- a Village wetlands permit?

MR. TASKER: A Village wetlands permit to do the dredging.

ADMINISTRATOR PALLAS: I haven't even considered that, to be perfectly honest with you. I don't know that we are required to do that for our own work in our own land. I don't -- I'm not sure about that.

MR. TASKER: Well, I would certainly think that same kind of review is required, whether or not a permit is required, to see what the effect and the impact is going to be by doing the dredging the way we -- it appears that the Corps
of Engineers is going to force the Village to do it. And not only -- not really the Village, it's the contractor of our beneficial -- our beneficial person who is giving -- who is going to fund this that's doing this.

So I think there's a lot of fuzz in here in terms of who's in charge and who's looking out for the Village's interest, and, more importantly, the interest and the concerns of the property that belongs to the Village. Don't repeat what you did 27 years ago in 1992, please.

MAYOR HUBBARD: Okay. The Village is in charge of the project. They've offered to pay for it and hire a contractor do it, but it's under the Village's terms and the Village is doing the project.

MR. TASKER: Okay.

MAYOR HUBBARD: Normally, the Village does not require a permit for themselves, a building permit or whatever, when the Village is taking care of their own property and doing that. So that's why there has not been a wetlands permit issued, because it's taking care of our own thing. They're hiring a contractor to do it, but it's under our terms and it's our property, that's why
it has not been done that way.

MR. TASKER: I appreciate that. I understand that's the way it's going to be done. But whether or not a Village -- the Village is required to give itself a permit, shall we say, for a project on Village property, the same consideration of what's going to happen when the project is done has to be made.

There has to be some thought about what's going to happen when we put however many yards. I have no idea what the scope of the number of yards is, but if it's anything like in 1992, it flattened that point, there was nothing left. And if that's what's going to happen again, that's going to be a real crime.

MAYOR HUBBARD: Okay.

MR. TASKER: The next point I wanted to talk about was Resolution No. 11, which is the design services for the North Ferry Terminal. I'm concerned, as Mr. Swiskey is, about some of the financial dimensions of it.

I look at the resolution that was in the minutes -- that was in the agenda that requires in Section 2 that the estimated maximum cost of the -- of the class of objects and purposes is
determined to be 3.2 million, and the plan for the financing thereof is by the issuance of $3.2 million in bonds of the Village, provided, however, that the amount of bonds to be issued shall be reduced by the amount of any Federal or State grants received in aid of the foregoing classes of objects or purposes. Well, as Mr. Swiskey asked you, you don't have anybody, you don't have a promise, you don't even have a letter from anybody that that funding is going to be provided by either the State or the Feds.

And I want to know, if none of this -- if none of these grants are received, is the Village on the hook for 3 -- for $3.2 million? How -- is there an escape clause in this, or are they bound to go ahead? They already have some $400,000 into the engineering design, if I recall the earlier comments.

The other thing that I would like to mention is the, yeah, yes, Resolution No. 12, authorizing the Village to apply for a funding application to -- for a potential sewer main extension to the Sandy Beach area. I wholeheartedly support that. Remember, the people on Sandy Beach have supported it. I have lobbied for this in front of this
Board for the last seven years, and I would like to finally see it come to fruition.

The idea that the Village residents -- the only residents in the Village of Greenport who do not have sewer service are those who live on Sandy Beach. No one else was required to pay for the provision of a sewer main down the street in front of their house. Everybody pays for their lateral, we understand that, but no one else did it. There have been for 75 years now, more than 75 years, there has been water provided by the Village and no sewer service to the residents.

Now some people say, "Well, you know, it's only 26 houses, and they're only there three or four months, so why should we spend a million," or whatever it -- whatever it turns out to be to install sewers there. But, at the same time, the residents on Sandy Beach are castigated regularly by members of the Village Board, by members of the public, because we're using cesspools and polluting the bay. You can't have it both ways. You can't not give a sewer, and you can't castigate us for polluting the bay.

So I encourage anything that could be done to seek out these funds that would provide
service, since the Village won't provide the
service as it has to every other part of the
Village. Thank you.

MAYOR HUBBARD: Anybody else wish to address
the Board?

MR. ACEBO: I'm Mike Acebo, East Marion. I
am now retired. I was a Marina Manager in the
Village of Greenport, two marinas that exist in
the Village of Greenport. I am doing some work
for Safe Harbor Marinas, which has been discussed.
Arthur just brought up the sewer pipeline over to
that neck of the woods to Sandy Beach homes. The
proposal is also to run that sewer line up to the
two marinas that exist in Stirling Basin.

Stirling Harbor Marina has the only
restaurant in the Village of Greenport that does
not have sewer. It's one of the larger
restaurants, it has quite a high occupancy, and
the -- half of the restrooms, which Safe Harbor's
built and the Brewer Organization put up to
convince our patrons to use the restroom
facilities, instead of pumping overboard. Half of
that is in the Village of Greenport proper, within
the Village border.

So I would like to talk a little bit about
that proposal. Paul is working diligently on this, he's done a great job. Joyce Novak, Dr. Joyce Novak of Peconic Estuary Program is very involved in this, in this project. Arthur Tasker and Steve are involved in it and have worked with us. Safe Harbor Marinas is extremely involved, and is prepared to put money into this project, along with doing the dredging in the opening to the harbor.

I'd just like to do a quick little history thing here. In November of 1988, I worked with the Village. I was appointed by the Village to be on a Board to write the LWRP for the Village of Greenport. I don't think there's anybody else in this room that worked on that, on that committee, so I'm happy and proud that I worked on that, and it's something that this Board and every Board since that date has worked with and used to establish the Water -- the Waterfront District.

There's a couple of things in here I'd just like to read. I'll just go through this, long paragraphs that talk about what, what the proposals are and how the Waterfront District should be maintained, the visual considerations, landscaping, the height of the buildings, the
percent of the coverage of the lots.

It goes down to the bottom and it says, "Water supply and waste disposal. All development shall be served by the Village's public water supply and sewage system." It's in the LWRP, it's right there. This is a copy that I printed right off the LWRP.

The LWRP has been revised and resubmitted in 2012, 2013 and 2014, and in that, in those revisions, it talks about the capacity of the sewer. It also covers the topic that the Village currently serves areas outside of the Village under a separate agreement, contract, including Peconic Landing facility, San Simeon Nursing Home, Greenport High School, KOA Campground, Driftwood Cove Apartments, and the Silver Sands Motel. While they have incorporated all of those facilities into the sewer district, they have not incorporated the residents on Sandy Beach and the two marinas that are within the district.

The opportunities under those revisions for the Village Board and the Village to undertake to enhance some of the proposals that are in the LWRP, some of the things are ship-building, oyster cultivation, maritime activities. It's being
done, it's there. We're doing it, it's being done. Encourage commercial or educational use. That's being done.

It asks for payments to upkeep waterfront. I'm not sure what payments to upkeep waterfront would mean, but I think Safe Harbors is offering to dredge the entrance to Stirling Basin would be a payment to upkeep waterfront.

It says in here, again, in all of the revisions, it says expand the sewer district.

It says control waterfront with existing business owners, and I think that means work with the business owners in the waterfront to make sure things are done right and done well. And it says work with existing businesses to cultivate greater employment opportunities.

The proposal that you're being asked to approve through the Economic Development -- Economic Development -- it's not a corporation, it's a Council that we have applied to, has requested that we show a reason for the need of a sewer in the two marinas, and I think we've done that very well with them. And they understand that we can create jobs, we can maintain jobs, we can improve our facilities if we have a sewer.
I just want to read something quickly that covers the Safe Harbors' position. I'll run through this as quickly as I can. A lot of people don't know who Safe Harbors is, but this will give a little bit of insight.

Safe Harbor Marinas currently owns and operates 80 marinas in 18 states. It is the largest marina ownership company in America, there's nobody bigger, 80 marinas in 18 states. It goes from Michigan to New England, California, Florida, Oklahoma, Kentucky, everywhere, they're everywhere.

The company is dedicated to providing its 40,000 members, those are the boaters, there's 40,000 members, and their families with exceptional service and memorable experience at, or on, or near the water within the State of New York. Our recreational marina facilities include Post Road Boatyard in Mamaroneck, Capri Marina, Port Washington, Glen Cove Marina in Glen Cove, Stirling Harbor in Greenport, and the Yacht Yard at Greenport, which used to be Brewer Greenport. In total, these five properties include 1,315 wet slips, indoor and outdoor winter boat storage, and extensive boat hauling and service capabilities.
Further, each property offers a variety of upland amenities and commercial activities, such as marine related trades, including yacht brokerages, marine services, insurance providers, as well as independently operated restaurant operations. These marina -- marine-focused activities result in both indirect and direct employment opportunities for no fewer than 200 full and part-time work staff.

We are a big employer. Safe Harbors is a big employer, and we want to keep growing. We're offering full-time, year-round, well-paid jobs in the Greenport community, and I think that's really important, and we want to continue doing that.

Specific to the operations of Safe Harbor Stirling in Greenport are focuses to enhance the business to capture its full potential. This includes waterside improvements, such as dock and shoreline enhancements. You well know how many permits we've applied for. Although we had wetland permits that had no expiration date, I would like to say that we reapplied every time we needed to and got another wetlands permit with no expiration date.

I do applaud John's theory of let's get the
old permits out of the way and done with. Let's get it -- make it a happy family, so that people like me don't have to come up and say, "I've got a wetlands permit from 20 years ago, there's no expiration date," and then the Board saying, "That's B.S., it doesn't work that way." Now you've got the proposal in front of you. Get it done, add that to it. I think John's right, I totally agree.

We have continually over the past 10 years attempted to gain traction for improvements to the upland space. In 2009, Brewer Yacht Yard's group, previous owner Safe Harbor Stirling, retained Suffolk Environment Consulting, Inc. to develop a plan and obtain permits for the redevelopment of the marina, which included major infrastructure improvements such as the replacement of shoreline bulkheads, replacement of upland boat storage facilities, and general repairs to upland service areas. The effort was partially successful, and then it gained approval for only portions of the overall development intent. From this exercise, Greenport and Stirling Harbor learned that the site's development goals would be hamstrung by the preexisting site-wide septic systems, and its
inability to handle increases in wastewater loading from any further development.

Through subsequent permitting exercises with Suffolk County Department of Health Services, it was determined that any further upland development would be on hold until proper infrastructure could be installed to handle the increased wastewater flows resulting from further development. The wordings in their determination said until a sewer is installed.

So the properties are hamstrung, is the term here. We cannot tear down a dilapidated old building at Stirling Harbor that is falling down. The next hurricane it might come down, and God only knows where the pieces will go. But we've got a proposal to replace that, to have a heated inside storage facility to take care of the yachts that are coming through the industry now. They're bigger, better, and they want better services. If we do that, we hire more employees to take care of those boats. If we don't do that, we don't hire more employees, and the jobs go, go and want.

In summary, our focus is to foster a plan with the Village of Greenport to provide a sewer extension to the east side of Stirling Basin to
serve both marina properties, as well as the Sandy Beach residential area. First of all, this will greatly reduce the current respective exposure of potential nitrogen releases into the Peconic waterway from existing leach fields, especially during flooding conditions.

Further, based on the list of items below, we believe that the economic impacts of the sewer extension will be significant to our strategic development goals. Those goals are to continue bulkhead repairs and maintenance. We hire local contractors.

Removal and replacement of outdated office trailer and storage service buildings. Again, local contractors, builders, increased revenues from service and storage customer base.

Upgrades to the Stirling restaurant facility to allow for increased occupancy, and to extend seasonal offerings and off-season. Local contractor labor will increase revenues from restaurant customer base.

New storage building to handle the increasing demand for inside storage on the East End of Long Island. The present structures, I talked about this. This is local contractors,
increased revenues from inside storage.

Expand and enhance work space for service personnel that will allow us to increase our workforce of skilled marine-specific technicians.

Continued upgrades to docking facilities to meet the increased needs for quality seasonal in-water slip leases on the East End of Long Island. All of those slip rental customers coming to Greenport shop. They use everything that we sell in the Village of Greenport. They're active members of a community for six or seven months.

Additions and improvements to the marine pumpout capabilities of both marina properties, in support of the Peconic Bay No-Discharge Zone requirements. This will allow us to replace an aging pumpout system and connect it directly to a sanitary sewer line, as opposed to its current attachment to the septic system.

Promote the strength in the Peconic Bay watershed.

Provide a direct sewer connection to the homes along Sandy Beach, promote the strengthening of the Peconic Bay watershed.

Safe Harbors is going to put money into this project. Not only are they going to put money,
they're going to offer the Village a right-of-way
down the entrance of Stirling Harbor Marina to run
the sewer line, the main sewer line, then down
underneath the docks over towards Mary Bess'
place, somewhere in that neighborhood. That's the
route that is being taken now.

Just something on sewers from the -- from
the Health Department real quick. New York State
DEC Division of -- this is from the DEC. Marina
operations for existing facilities. These are
called Best Management Practices.

Prevent poorly treated or untreated sewage
from entering the marina basin. One way you do
that is you have a sewer to your facility, if it's
feasible. Provide adequate toilet facilities for
marina patrons. We've built the finest, cleanest,
nicest bathroom facilities a marina can have. The
customers go in there and they say, "These are
better than I've got in my house." We do that so
that they don't use their boat systems, they come
and use our system. BMPs, Best Management
Practices, we're doing it.

Install a pumpout facility to encourage the
discharge of holding tanks shore side, but there's
a caveat to there. A radio dispatch pumpout
vessel is another option. It eliminates the need
to move boats to a pumpout dock. And since it is
mobile, it could serve more than one marina. We
have a pumpout boat, paid for by us, not taxpayer
funded, built by us and used by us. The Village
also has a pumpout boat that does come over to the
two marinas. The reason the pumpout boat is good,
because it pumps out into the Village pumpout
station in Mitchell Park Marina into a sewer.

Where disposal of holding tank waste into a
municipal sewer system is not possible, dispose of
waste in a properly designed onsite septic system.
We don't have a properly designed onsite septic
system for boat waste, because it was all
produced. The septic systems predate -- how many
people here know Henry Pierce?

TRUSTEE PHILLIPS: (Raised hand)

MR. ACEBO: Mary Bess and me. There we go.

MR. TASKER: (Raised hand)

DR. KAPLAN: (Raised hand)

(Laughter)

MR. ACEBO: Arthur Tasker and our good
Doctor. Henry Pierce put in the septic system at
Brewer Greenport that still is in use for the two
major bathrooms. The elevation of those septic
systems is the same elevation as the bulkhead by
A and B Dock. Just think of what happens when we
have a storm surge, okay? We're just like Sandy
Beach, we want to rectify that.

Do not discharge boat waste -- do not
discharge boat waste into a septic system unless
it has been designed for this. We don't have a
septic system it's designed for. We need to have
a sewer. We need to become a better marina, a
cleaner marina.

And another aspect that the -- that the
funding agencies have asked for is do we enhance
anything that they funded before. Last year, they
funded a $500,000 project in Greenport, the -- an
oyster company right in Greenport. They supported
them with $500,000. And our plan will help to
mitigate nitrogen loading in Stirling Basin and
the outlying area, and it will help the shellfish
industry.

So everything that's happening with this
proposal is really, really vital, and really,
really important in a lot of different ways. This
is one of the first things I've ever been involved
in in the Village of Greenport where you had
residents, you had industry, and you had the
Village government, and that includes Southold governments, and it's going to include Suffolk County government and State interested in this project, to fund this project, so that the Village taxpayers don't have to pay for it. And you've got private industry. Safe Harbor Marinas is working diligently on that from Texas, working with Dr. Joyce, and myself and Paul. We're all working on this to pull this together, so the taxpayers don't have to get involved with their -- with their pocketbooks. So we think it's a really important thing.

Thanks for your thoughts on this.

TRUSTEE CLARKE: Thank you, Mike.

MAYOR HUBBARD: Okay. Thank you.

TRUSTEE PHILLIPS: Thank you, Mike.

MS. ALLEN: Chatty Allen, Third Street, Greenport.

One of my questions is if you do not -- if you vote no tonight on Resolution 16 about the North Ferry, will the Village lose out on these grants? That's the first thing.

TRUSTEE ROBINS: I'm sorry.

MS. ALLEN: Okay.

TRUSTEE ROBINS: Say that again. I didn't
hear your question, Chatty.

MS. ALLEN: That if you vote against Resolution 16 about the bond, will you lose out on these grants --

TRUSTEE ROBINS: Oh.

MS. ALLEN: -- that you're applying for?

TRUSTEE MARTILOTTA: Yes.

TRUSTEE PHILLIPS: Yes.

MS. ALLEN: Last week I spoke and said I am in favor of this, do whatever you need to do. I disagreed with what was said. Ten months out of the year I deal with North Ferry.

About two or three years ago, it was an -- it was even more involved, because my route went between Fourth and Third Street on Wiggins. Now the owner of the bus company has that part. But I still have between Fourth and Sixth, where I still deal with many issues. And everyone's saying, "Oh, well, throw the TCO down there." Well, you know what, it's one person and you cannot cover between Third Street and Sixth Street, it is physically impossible. It's going to cost a lot more if people decide, hey, we want someone at every single corner.

I have been through all these meetings, for
I don't know how many years now, with what you are now trying to do with changing where the ferry goes. I mean, growing up as a kid, my grandparents were the last house right before Third Street. My Aunt was a little bit further up towards Fourth. And we had lemonade stands, but we didn't have traffic like we have now.

The people that live -- I know quite a few on that road still and what they deal with. And you put signs up, you have markings, and nowadays, and it's not just in the Village of Greenport, it's everywhere, people don't pay attention, they don't care, you know. So you can do all that, and I commend you for trying to get this traffic into a place where we're not clogging up our Village streets, because it used to be for many years with my school run, I knew Thursday was the bad day. Now we could be in the middle of February on a Monday and the traffic is like where did this come from? And when you're in a 66-passenger bus and you're trying to make a corner, not always good.

So I fully support what you are trying to do, and hope you vote yes tonight. And with what's been -- being said, it's not like the Village is going to spend that money, but you need
it to show you have it. And then North Ferry is going in with the Village as well, and I commend them for stepping up to the plate with this. This is something that needs to be done now, you know, just like we're looking at different ways to fix, you know, parking issues.

We are oversaturated, and people that live on that road, when they can't even get out of their own driveway, because they don't park on the street, they need to get to work, they need to get to appointments. And, yeah, I'd say in the past five years it's really gotten bad. And like I said, it doesn't matter if it's the middle of winter, in the summer.

And I've seen designs for what has been proposed. I've been in the beginning of this, I don't know how many years ago, you know, trying to find solutions, and at the time, there was no grant money.

And I feel if the Village can get this, because if this gets turned down tonight, I think it's going to be another five years before something gets done, and that's a shame. And that's going to hurt, you know, not just the people that live there, anyone that has to occupy
those roads. If we could get a lot of that
traffic out of that area, it's a win/win for
everybody.

So I really hope you do pass this this
evening. Thanks.

TRUSTEE CLARKE: Thank you.

MR. NELSON: Ron Nelson, 310 Wiggins Street,
the street she's talking about.

Obviously, I'm interested in addressing
Resolution 11. As I read it, I can see how it
might provoke some concern. It would almost
appear as if it's a deal between the North Ferry
terminal, or the North Ferry and the Village. But
in point of fact, for those that could remember
back two years, this in -- this whole initiative
to do something came out of a community effort
between the museums, the Railroad Museum, the
Seaport Museum, the residents of Wiggins Street,
and the Ferry, and the Village. So it was -- you
know, that group was all motivated to make changes
that made sense.

Well, funding something like this is not --
has not proven to be all that easy. I think it's
fortunate that Paul has been able to work with the
North Ferry Company and come up with a
possibility. I think part of the issue here is a chicken-and-egg effect. Paul's opportunity that he's identified can't launch without some assurance that it could be funded. Some people will want to say, "Well, we can't give them that assurance, because we might get stuck holding the check." Well, then nothing happens. So, yes, there might be some risk here, but if we don't do something, this opportunity is going to vanish.

So I encourage the Board to vote yes. And I think I would express my confidence in this Board. It's not going to spend money foolishly, and nothing is going to go forward unless that application for funding, in fact, actually works out. Thank you.

MAYOR HUBBARD: Thank you.

TRUSTEE CLARKE: Thank you.

MAYOR HUBBARD: Anybody else wish to address the Board? Go ahead.

MR. SWISKEY: Always has to be last.

MR. BULL: No, I'm going to be last.

MR. SALADINO: All these months we didn't have to put up, right? Now -- John Saladino, Sixth Street.

I'm not going to say anything about sewers
or pumpouts. I have an opinion about it, but a friend just told me to -- perhaps tonight's the night -- not the night to discuss it, so I won't. I'm in favor of the study for -- to spend the money for the North Ferry Company, the $400,000. They were nice enough to split the match.

Mary Bess had raised the question that I kind of thought made a little sense. There was a representative of the Ferry Company here that night. She didn't get a chance to answer the question about --

TRUSTEE PHILLIPS: The interest.

MAYOR HUBBARD: The interest on the --

TRUSTEE PHILLIPS: The interest.

MR. SALADINO: About will they pay. It seems trivial. I honestly don't know what the interest on $3.2 million is. It's got to be a couple of bucks, but that would be a nice gesture on the Ferry Company's part to do that also.

As far as -- as far as Moores Woods, we heard -- there's some speculation about the numbers that were -- that were quoted as far as fuel consumption, carbon loading, and water consumption, whether it was for the term on their
website for 900 hours, or on a yearly basis. I --
just now I did on my phone 24 into 900 is 37 days.
Does -- I understand Suffolk County Water Supply,
we sold -- we sold our water company to Suffolk
County Water Supply. Suffolk County Water Supply
actually supplies the water, but we maintain the
infrastructure. So the Village should have some
idea. Does the Village bill Hawkeye for their
water consumption?

TRUSTEE PHILLIPS: Yes, yes.

MAYOR HUBBARD: No, because they're outside.
They're before the Village meter, when it
comes in.

TRUSTEE PHILLIPS: Oh, they're outside,
okay.

MAYOR HUBBARD: They're billed directly from
Suffolk County Water.

TRUSTEE PHILLIPS: Right, they are outside,
Suffolk County does.

MR. SALADINO: Do we know, actually, in
those 37 days, and those 900 hours, how much? To
me, 48 million gallons sounds like a lot of water.
I'm not disputing.

MS. WADE: Can I just make a clarification?

MAYOR HUBBARD: Well, Randy, let him speak
and you can get up after. Let him --

MR. SALADINO: I would be glad to hear the answer, because if I'm wrong, then I won't --

MAYOR HUBBARD: Okay.

MR. SALADINO: Then I won't go further.

MS. WADE: It's not a hard and fast answer, but in the review documents, they were proposing to take a pump on the southwest corner of Moores and the North Road and connect to that, and so I don't know. It was a pump that was not being used. They found a chemical in it or something. So I don't know if they are using Suffolk County Water Authority, or if they actually took over that pump.

MR. SALADINO: Okay. So, in all fairness, I mean, since -- since we shouldn't -- we shouldn't deal in maybes or probables, you know, to say that a proposal in 2002 to use a particular pump that might have generated 48 million gallons in water usage, or 14 million gallons in -- and the other thing is it's hard for me to believe that 14 million gallons in 37 days to burn. I just --

MR. KREILING: You don't burn water.

MS. WADE: Well, no, it's used -- it's injected.
MAYOR HUBBARD: Yeah.

TRUSTEE PHILLIPS: Come on.

MAYOR HUBBARD: We can't -- the transcriptionist can't get this with everybody else speaking in between. We've got to -- you know, if you want to speak afterwards, let John finish what he's saying.

MR. SALADINO: Lucia, only listen to me.

MS. WADE: Sorry.

MR. SALADINO: Only write down what I say.

(Laughter)

MR. SALADINO: So, I mean, before we make a decision, before, before anybody rushes to judgment, I mean, this is kind of like some stuff that we -- in all honesty, I could come here and just say anything I want, that they burn 48 million gallons of fuel, and they drink 300 million gallons of water, and every frog in Moores Woods is going to be polluted, and it wouldn't be the truth. And it wouldn't be the truth, it would be hyperbole. So, I mean, to come in front of the Board with maybes and probables and perhapses.

Do we want to preserve parkland? Of course we do. Of course we do. Do we want to give the
people that are going to make the decision an
opportunity to make it on facts, as opposed to
perceptions? We should do that also.

I don't know if -- I have a question about
the leases for three years and they have an
option. Is --

MAYOR HUBBARD: I believe it's two-year.
Two-year option agreement?

ADMINISTRATOR PALLAS: I think the term of
the option is three years.

MR. SALADINO: How much is the initial lease
for?

ADMINISTRATOR PALLAS: This is just the --
if I may.

MAYOR HUBBARD: Yeah.

ADMINISTRATOR PALLAS: It's just an option
to add to the lease. It's $500 a month they're
paying for three years.

MAYOR HUBBARD: Okay.

ADMINISTRATOR PALLAS: That's the whole
thing.

MR. SALADINO: And then they have an option
to --

ATTORNEY PROKOP: Extend the lease.

ADMINISTRATOR PALLAS: It would extend the
lease if they develop another resource, which may
or may not be a turbine. It could be -- as it
says in the agreement, it could be a battery
system. It is a -- there's no plan yet,
specifically.

MR. SALADINO: Does the Village have an
opinion of the likelihood that -- I sat through
two public hearings where Hawkeye applied for a
grant, or was in the process of applying for a
grant to build an addition to the peaker plant in
Moores Woods, and that wasn't viable, it was
turned down. Does the Village -- am I remembering
that right?

ADMINISTRATOR PALLAS: I don't think that
was Hawkeye. I think --

TRUSTEE PHILLIPS: That was microgrid.

ADMINISTRATOR PALLAS: That was four years
ago?

MAYOR HUBBARD: That was Global Commons.

ADMINISTRATOR PALLAS: That was a
different developer.

TRUSTEE ROBINS: Global Commons.

TRUSTEE PHILLIPS: Global Commons.

ADMINISTRATOR PALLAS: Global Commons, a
different developer.
MR. SALADINO: Global Commons. So the peak plant that was proposed in Moores Woods by a different company was not looked favorably on by whoever grants permission. Does the Village have a sense of the likelihood that if in three years Hawkeye would be able to expand this plant? Is -- Paul, Julia, you guys are hooked up with the Power Authority and stuff. Is there a likelihood that this might come to fruition?

MAYOR HUBBARD: Go ahead.

MR. SALADINO: Or can we just -- can we just get the money and they're going to get no in the future?

ADMINISTRATOR PALLAS: Again, just to be -- just to be clear, this is -- there is no specific plan that they have put forth at this stage. It could be -- it could be a turbine, it could be a battery storage system. There's no specific plan. They just need the option for the land, so that they can explore possibilities for that purpose. I don't have a sense of the likelihood percentage-wise, I would have no idea.

TRUSTEE ROBINS: And things are changing all the time in the world of public power, you know. I mean, we're all -- everybody's waiting for a
breakthrough with battery technology. So, you know, to say is there a likelihood, Paul, I think Paul expressed it correctly, we really don't know.

MR. SALADINO: Okay. And as invasive as all this sounds, if, in fact, that this Board decides tonight to lease them the property, is there -- can they go -- aside from having a lease agreement in hand, can they do anything on that property without coming back to this Board for a full environmental review?

MAYOR HUBBARD: No. It has to be reviewed. No. They have to come up with a plan, submit the plan, and then they're going to have to go through SEQRA process, and the public will have time to weigh in all through the SEQRA process and everything else of what they're going to do.

MR. SALADINO: And does the Village Board have a say --

MAYOR HUBBARD: Yes.

TRUSTEE PHILLIPS: Yes.

MR. SALADINO: -- in what happens?

MAYOR HUBBARD: Yes.

TRUSTEE PHILLIPS: Yes.

MR. SALADINO: So there'll be a resolution by the Village? After a public hearing, after the
SEQRA process, after comments by the public, and after recommendations by either -- whoever in charge of that, the Village Board will be the ultimate decider?

ADMINISTRATOR PALLAS: Depends on the --

MAYOR HUBBARD: No. It just -- it depends on who the Lead Agency is, who has -- who is the Lead Agent of the SEQRA process and everything else. But the public, the Village, everybody is entitled to comment throughout the overall process of it.

TRUSTEE PHILLIPS: John, it would be similar to what we went through with PSEG, which I think that this Board was very thorough in what we discussed and how we did it. And I don't think that anybody was unhappy with how things ended in the end. We took it very seriously, the environmental issues, with what was going on at the end of Fifth Street. I think we've proven a track record of that, so --

MR. SALADINO: I kind of agree. At the end, I don't believe anybody was unhappy. In the middle, there was a couple of people that were un --

(Laughter)
MR. SALADINO: So I think if there's --
there's ultimate oversight by the Village Board,
and this is a relatively benign lease agreement.
I read some stuff that was online about
vistas from Moores Lane and stuff. I've tried,
I've stood on top of my pickup truck. I can't see
that property from Moores Woods. I honestly don't
know the answer, but I'm in favor of the Village
at least considering it.
And, again, I've been here. I don't know if
you guys remember me being here for the last --
for all the meetings. You know, I kind of show up
for the meetings.

MAYOR HUBBARD: Uh-huh.
(Laughter)

MR. SALADINO: And I do remember this being
discussed. Nobody said we couldn't ask about it.
So I don't know if it's a boon or a bust, but to
not do it might -- might not -- might not be in
the best interest of the Village. I'm just not
sure.
The last thing I would like to ask you about
is the railroad. We're going do the railroad?
Everybody's on board? We got the money, we're
going to do the model train?
TRUSTEE PHILLIPS: Yes, yes.

MAYOR HUBBARD: Yeah.

MR. SALADINO: You don't look too sure.

MAYOR HUBBARD: Working on it.

MR. SALADINO: You don't look too sure. You look --

MAYOR HUBBARD: No.

MR. SALADINO: Well, maybe, maybe not.

(Laughter)

MR. SALADINO: So the train is on board. Everybody is in agreement? The DEC is not -- doesn't have a problem with --

MAYOR HUBBARD: No, not completely. There's still stuff that needs to be moved, some little -- little bushes, or whatever they say that are there, that, you know, we're going to have to box around things and everything else. I mean, there's --

MR. SALADINO: And we're willing to do that?

MAYOR HUBBARD: As of this point, yes. Paul had a walk-through with them three weeks ago, with the DEC, with people, these -- Audubon Society, or whatever --

ADMINISTRATOR PALLAS: Yeah.

MAYOR HUBBARD: -- that came out from
somewhere or --

ADMINISTRATOR PALLAS: One of those groups, I don't remember the name.

MAYOR HUBBARD: Okay. I forget which, botanical garden group or something.

ADMINISTRATOR PALLAS: Yeah.

MAYOR HUBBARD: They walked through and looked at the property. Stuff that we thought were just weeds, they said, well, no, that's a real -- that's something that's special, and you can't go near this, you got to move it over a little, whatever. So he did a walk-through with them on the whole overall property.

I mean, all together, it's three-quarters of an acre. Most of the stuff is outside the woods. It's a little "V" that goes in and back out on the road that's there. So as of right now, we're a lot closer than we were before. So I believe it could end up happening, but we're still waiting for them to say what to do about these couple of little plants.

MR. SALADINO: And anything that you've heard wouldn't prohibit the Village from the -- it's not -- it's not like something that would -- that's outside the realm of --
MAYOR HUBBARD: No.

ADMINISTRATOR PALLAS: No.

MAYOR HUBBARD: Right from the start, they thought the project was a good project. They know there's community support behind it and everything else. They just want to go and make sure they dot the I's and cross the T's, so that a piece of fauna or something doesn't get trampled, or whatever, through the process.

There's certain trees that they said you can't cut this tree down. If you take those two down, you got to plant four others someplace else. So we're looking at planting some trees outside by the Little League field or something. If we take down two, we'll plant four, just to make up for what's going on to protect the forest. That's -- that's where we're at with it at this point. But they have not given us the green light to actually start doing something yet, but we're getting a lot closer, I believe.

MR. SALADINO: And is there a timeline?

ADMINISTRATOR PALLAS: From the DEC? No, not exactly.

MR. SALADINO: No. I meant in terms of the
Village -- if the DEC approval came through within
the next -- pick a number -- a month, is there --
is there a timeline that this could happen?

MAYOR HUBBARD: Yes.

MR. SALADINO: That the Village --

MAYOR HUBBARD: The Rotary is ready to go.

They've raised half the funds they need to, to
fund the overall project. They're ready to go.
They've bought the train. They have the -- the
engine has been rebuilt. North Fork Welding has
just built a new fuel tank for it. So they're
investing. They're working on this project, that
this is going to happen somewhere, you know. So
they've already taken their money. They bought
the tracks from Frank Field, they have that in
storage. They bought the locomotive. They're
working on getting everything fixed up on the
cars.

So the Rotary is totally committed to it
100%. And, like I said, they've raised half the
funds that they need. They've got plans drawn for
the building and everything else. And now they --
the contract, the agreement is just -- we're at
the point now where they want a little guarantee
of what they're going to do before they take the
next step with spending more money. That's why we're doing the agreement.

MR. SALADINO: Sounds good. Thank you.

Thanks for listening.

MAYOR HUBBARD: Okay. Thank you. Paul, you were next.

MR. KREILING: That's all right. Go ahead.

MS. WADE: He's going to defer to me.

MAYOR HUBBARD: Okay.

MS. WADE: Just that I want to -- I just want to clarify a couple of things that John brought up.

One is that LIPA was the lead on the last environmental review. I don't know who was the lead on the PS&G one.

TRUSTEE PHILLIPS: LIPA.

MS. WADE: LIPA?

TRUSTEE PHILLIPS: Uh-huh.

MS. WADE: So people will be allowed to talk all they want, but the lease option as written, somebody else besides the Village has to say no, or the Village is bound to fulfill what's in this simple little option lease, and it's then obligated to go for a 20-year lease. We'd be giving up that property. So by voting for this
option, you're really saying somebody else look at it, somebody else decide whether this is good or not.

And the reason that you can't see the facility right now, I mean, go by in the winter, when the leaves are off the trees, and at night, it will look like a spaceship has landed in the forest.

But the trees that are around the Building 10 are going to be removed if they're allowed to expand. And then between that area and the road, there's a reservoir. So that's why I'm saying the -- it's really critical getting rid of the buffer. And then John, if you want to see it, you'll be able to see it very well.

So the thing about whether the numbers are correct, they were reviewed by a lot of people, right, Paul, the SEQRA analysis that would have been done for 2002, 2003?

ADMINISTRATOR PALLAS: Yeah, I mean, it certainly would have been. But, again, I -- as long as we're clarifying, the way the permit process works is it typically is done as a potential to emit, which typically is on -- running 24/7, 365. So I don't --
MS. WADE: No, no. They made it very clear that it's going to be under 1,000 hours in the SEQRA analysis.

ADMINISTRATOR PALLAS: Okay.

MS. WADE: And they also would have wanted to minimize, because they wanted this to happen. So they're not going to like exaggerate the problem. I think we can pretty much count on this, you know, being what it is.

Paul, why do you think they would use that much water? Can you explain the technical -- isn't that part of the burning process with the water and ammonia and the cleaning and the --

ADMINISTRATOR PALLAS: Yes. It's part of the burning gas turbine, it's part of the combustion process.

MS. WADE: It's part of the what?

ADMINISTRATOR PALLAS: Combustion process.

MS. WADE: Part of the combustion process.

ADMINISTRATOR PALLAS: Yes.

MS. WADE: It's a big water user, right?

ADMINISTRATOR PALLAS: Well, it's all relative. I mean, again, I'm not going to comment on whether I think it's big or not, it's not my purview.
MS. WADE: Okay. Thanks for letting me clarify.

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

MR. SWISKEY: Yeah, I've got a couple of things of some stuff that was brought up.

MAYOR HUBBARD: Go ahead.

MR. SWISKEY: I don't mean to be rude or anything. William Swiskey, 184 Fifth Street.

I believe they need the water for the pollution process. It's not -- has nothing to do with the combustion and the turbine. It's how they control the NOx coming out of the -- out of the system, that's what the water is. Basically, I believe it's -- I don't remember the process, there's a name for it, but we discussed it a long time ago, but that's what the water is for anyway, it's not for combustion.

Two things. The LWRP was mentioned tonight. Now we have a new LWRP that's been waiting for how many years? Is there any progress on that at all?

MAYOR HUBBARD: There has been progress. The Village Attorney and Mr. Pallas have been working on trying to finalize that with the changes the Department of State had made to the
original format. It's been reformatted and readjusted to the format the State wants now. That was done with a grant seven years ago.

MR. SWISKEY: Yeah, I know.

MAYOR HUBBARD: Something like that. And --

MR. SWISKEY: Is there a significant change?

MAYOR HUBBARD: They're still working on it.

MR. SWISKEY: Is there significant changes that the public should maybe have to review it before we -- you pass it?

MAYOR HUBBARD: Once they get it all formatted and everything else, it will go back public, and we'll have a public hearing on it, so everybody can look at it. And if we need to modify it or change it again, we can do that.

MR. SWISKEY: Because, as I say, seven years is a long time.

MAYOR HUBBARD: Yes, it is. I remember meeting up at the school, Bill, when we had the six tables --

MR. SWISKEY: Yeah, yeah.

MAYOR HUBBARD: -- and everybody walking around with it and doing it. I remember it well, it was a long time ago.

MR. SWISKEY: One more thing. Hawkeye is
talking about taking over No. 3 pump. Is that true or not?

MAYOR HUBBARD: I had never heard of that before, I have not idea.

MR. SWISKEY: She mentioned it.

MAYOR HUBBARD: That's what Randy said. I have no idea of that. I've never heard of that before.

MR. SWISKEY: I never heard of that either, but maybe -- maybe I don't --

MAYOR HUBBARD: That pump was condemned and it was not being used by us, so I --

MR. SWISKEY: Yeah, because it's tannic acid, basically. You could get rid of it with a green filter, but it's not worth it for the Village.

MAYOR HUBBARD: Right.

MR. SWISKEY: And there's one more thing. This -- we're asking the County -- I've been looking at this. We're asking the County to recommend engineers, right, on this ferry thing, this Resolution 11?

TRUSTEE PHILLIPS: No, no.

ADMINISTRATOR PALLAS: We're not asking them to recommend. They have a -- there's a process
for these types of grants that the County has. Every county in the state produces a list of qualified engineers that you're permitted to use as part of the process.

MR. SWISKEY: All right. So this is $400,000, right?

ADMINISTRATOR PALLAS: It's an estimate, Bill, I don't know the -- whatever. I don't know what the cost is going to be.

MR. SWISKEY: Do we have a grant, real money in the bank, or a solid letter, that we're going get any of that 400,000 back or no?

ADMINISTRATOR PALLAS: As of this date, no. That is in process --

MR. SWISKEY: No, that's --

ADMINISTRATOR PALLAS: -- and part of that process is what the Board is voting on tonight.

MR. SWISKEY: Going into debt for quite a process when you're not -- I'd be a little careful.

MAYOR HUBBARD: Okay. Go ahead.

MR. KREILING: Paul Kreiling, 149 Sixth Street, and also representing the Museum, even though they don't know I am.

Why don't we -- on Resolution 11 here, why
don't we do what has happened with Mitchell Park and create a design contest that would bring in -- bring a lot of hype into the town, it would bring a lot of enthusiasm. It would give the opportunity to young designers to spread their wings, much like Mitchell Park did. And it would be an opportunity for this Administration to be projected as very forward-thinking. And it will work on the last section of our Village that has not been addressed as -- as a whole.

I mean, it is left as -- it's basically just scraped over railway yard at this point. It has been neglected, neglected. We built -- we built a little parking lot in there for the Hampton Jitney and some parking. Now we have another opportunity to enhance both our parking, solve the traffic problem, and create something beautiful for our town.

Why don't we ask some young upcoming designers -- create a contest. I think that would be probably the best way to get what we want, and get -- maybe get one of those guys on the approved lists of designers. I just think that we're missing an opportunity for -- to be forward-thinking. Thank you.
MAYOR HUBBARD: Thank you. Anybody else wish to address the Board?

(No Response)

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

Offer RESOLUTION #06-2019-1,

RESOLUTION adopting the June, 2019 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

I'll ask Trustee Clarke to --

TRUSTEE CLARKE: RESOLUTION #06-2019-2,

Accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees. So moved.

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

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2019-3,

RESOLUTION approving an increase in the hourly wage rate of Emilia Jacobi from $12.00 per hour to $13.50 per hour, effective July 3rd, 2019. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution ratifying --
I apologize.

RESOLUTION #06-2019-4, RESOLUTION ratifying the hiring of:

Amanda Aurichio as a part-time, seasonal Marina Office employee, at an hourly rate -- wage rate of $13.00 per hour, effective June 13th, 2019 and Susan Baron as a part-time, seasonal Marina Office employee, at an hourly wage rate of $13.00 per hour, effective June 24th, 2019. So moved

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2019-5, RESOLUTION ratifying the hiring of:

Alec Rinaldi, Cassidy Deerkoski, Bayleigh Rienecke -- sorry if I miss the name -- Roxana Rodas Monarca, and Katherine Strovink as part-time, seasonal Camp Counselors, at an hourly
wage rate of $12.00 per hour, effective June 18th, 2019. So moved.

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

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE CLARKE: RESOLUTION #06-2019-6,
RESOLUTION approving the attached SEQRA resolution regarding the use of Community Development Block Grant money in the amount of $180,305.00 to fund ADA-compliant construction and rehabilitation projects within the Village of Greenport, with the Board of Trustees adopting Lead Agency status, determining that the construction and rehabilitation projects are Unlisted Actions for purposes of SEQRA, and determining that the construction and rehabilitation projects will not have a significant negative impact on any aspect of the environment, and adopting a Negative
Declaration for purposes of SEQRA. So moved.

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

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #06-2019-7,
RESOLUTION approving the attached agreement
between the Village of Greenport and the Rotary
Club of Greenport regarding the restoration and
operation of the Mini Railroad in the
Village-owned Moores Woods, and authorizing Mayor
Hubbard to sign the agreement between the Village
of Greenport and the Rotary Club of Greenport. So
moved.

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

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2019-8,
RESOLUTION approving the attached agreement between the Village of Greenport and Safe Harbor Marinas, LLC regarding dredging of the entrance to Stirling Harbor, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Safe Harbor Marinas, LLC. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2019-9,
RESOLUTION approving the attached agreement between the Village of Greenport and Hawkeye
Energy Greenport, LLC regarding an amendment to the Facility Site Lease Agreement between the Village of Greenport and Hawkeye Energy Greenport, LLC and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and Hawkeye Energy Greenport, LLC. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #06-2019-10, Approving the attached SEQRA resolution regarding the New York State Department of State Application for the New York State Department of Transportation grant for re-construction of the North Ferry Terminal transportation hub in the Village of Greenport, determining the re-construction to be an Unlisted Action for purposes of SEQRA -- excuse me -- adopting Lead
Agency status and adopting a negative declaration with regard to SEQRA. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2019-11, RESOLUTION authorizing Village Administrator Pallas to solicit an engineering and fee proposal from the Suffolk County Local Design Services Agreement list of approved design professionals in conjunction with the re-design of the North Ferry Terminal transportation hub, with the corresponding funding to be provided by reimbursements via a New York State Department of Transportation (80% / 20%) matching grant. So moved.

TRUSTEE MARTILOTTA: Second.

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

Opposed?

(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #06-2019-12,
RESOLUTION authorizing the Village of Greenport to apply for a Consolidated Funding Application grant for the purposes of obtaining funding for the potential sewer main expansion -- I'll say it again -- extension to the Sandy Beach area, and further authorizing Village Administrator Pallas to sign the corresponding grant application. So moved.

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

Opposed?
MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: **RESOLUTION #06-2019-13,**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment #4105, to appropriate reserves to fund the purchase of a replacement pump for the San Simeon Nursing Home Pump Station, and directing that Budget Amendment #4105 be included as part of the formal meeting minutes of the June 27, 2019 regular meeting of the Board of Trustees. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: **RESOLUTION #06-2019-14,**

Authorizing Treasurer Brandt to perform attached Budget Amendment #4107, to appropriate reserves to fund the purchase of a Comminutor Grinder System.
on an emergency basis, and directing that Budget Amendment #4107 be included as part of the formal meeting minutes of the June 27, 2019 regular meeting of the Board of Trustees. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2019-15, RESOLUTION approving the attached SEQRA resolution regarding the bond resolution dated June 27th, 2019, determining the re-construction of the North Ferry Terminal to be an Unlisted Action for purposes of SEQRA, adopting Lead Agency status and adopting a negative declaration with regard to SEQRA. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2019-16,

RESOLUTION approving the attached bond resolution dated June 27th, 2019 provided by Norton Rose Fulbright, in the amount of $3,200,000 to finance the matching grant portion of the reconstruction of the North Ferry Terminal. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All right. We're going to have a roll call vote on this. I ask the Clerk to call the roll.

CLERK PIRILLO: Thank you.

(Roll Call by Clerk Pirillo)

TRUSTEE CLARKE: Aye.

TRUSTEE ROBINS: Aye.

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

MAYOR HUBBARD: Yes.

CLERK PIRILLO: Thank you.
(Laughter)

MAYOR HUBBARD: Motion approved.

TRUSTEE PHILLIPS: Okay. RESOLUTION #06-2019-17, RESOLUTION approving the Public Assembly Permit Application submitted by the Standard Hose Company of the Greenport Fire Department for the use of the grounds at Station One Firehouse on Third Street, for the annual Chicken Barbecue fundraiser from 4 p.m. through 7 p.m. on August 17th, 2019. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #06-2019-18, Approving the Public Assembly Permit Application submitted by the Chinese Yacht Club for the use of a portion of Mitchell Park, for the annual Greenport Regatta, from October 11th, 2019 through
October 13th, 2019. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2019-19,

RESOLUTION designating the Village of Greenport as a co-sponsor of the Greenport Regatta, and further waiving the $250.00 permit fee for the event, as a result of the event proceeds being donated to the Paul Drum Life Experience Project, a 501(c)3 organization. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.
Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2019-20,

RESOLUTION approving the request of the Chinese Yacht Club for dockage on October 11, 2019 and October 12, 2019 -- sorry -- at the Village of Greenport Mitchell Park Marina for vessels participating in the Greenport Regatta, at a rate of $1.00 per foot per vessel. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2019-21,

RESOLUTION approving the request of the Greenport Harbor Brewery to close Carpenter Street from the front of the Brewery to the rear entrance of the former Capital One Bank building on July 12th,
2019 from 5 p.m. - 10 p.m. for the Greenport Harbor Brewery Tenth Annual Anniversary celebration. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #06-2019-22, Approving the attached contract between the Village of Greenport and BuoyantSea for the provision of swim lessons at Fifth Street Beach at a cost of $30 per hour beginning on July 8th, 2019 and ending on September 2nd, 2019; and authorizing Mayor Hubbard to sign the attached contract between the Village of Greenport and BuoyantSea.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #06-2019-23,
RESOLUTION ratifying the attendance of Clerk Pirillo at the Nassau Suffolk Town Clerks Association Meeting on June 26, 2019 in Southold, New York, beginning at 12 noon, with the attendance fee of $30.00 to be reimbursed from Account A1410.400 (Clerk Contractual Expense). So moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE MARTILOTTA: RESOLUTION #06-2019-24, RESOLUTION accepting the proposal of the J.R. -- oh, boy -- Holzmacher --

TRUSTEE PHILLIPS: Holzmacher.

TRUSTEE MARTILOTTA: -- P.E., LLC for the engineering services for the Sanitary Sewer Pump Station Replacement Project, in the amount of $89,739.10 per the bid opening on June 20th, 2019; and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and J.R. Holzmacher P.E., LLC. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2019-25, RESOLUTION scheduling a public hearing for 7 p.m. on Thursday, July 25th, 2019 at the Third Street Fire Station, Third and South Streets, Greenport,
New York, 11944, regarding a proposed amendment to 
Chapter 132 (Vehicle and Traffic), Section 54A, 
Schedule XVI --

TRUSTEE MARTILOTTA: Sixteen.

TRUSTEE PHILLIPS: Yeah. Limited Time 
Parking, of the Village of Greenport Code, and 
directing Clerk Pirillo to notice the public 
hearing accordingly. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All right. Just a 
clarification on this. This was not discussed at 
the work session, because the -- our Village 
Highway Crew was out painting lines and putting 
timed parking spots, you know, painting the 
directions on the ground and all, and we found a 
couple of spots that the signs didn't match the 
code. So we're going to go through a list, make 
up a list to make sure everything is accurate, so 
when somebody writes a ticket and everybody looks 
at it, they're -- it's clear.

I know we've had a couple of discrepancies 
where we thought it was 30 minutes, but actually 
the code said it's an hour, and it was different 
spots. So we're just trying to rectify all that, 
so they can go back and finish painting, the job
of painting 30 minutes on the ground, instead of just a sign, so you see it as you pull in the parking spot.

So we're just going to have the public hearing. Paul Pallas is making up a list of different spots, I came across a few, so this will just clarify that. And I wanted to get this done, so we don't go through the whole summer season and have the public hearing in August, and then the season's over. That's why I had this added on, just so everybody knows that's where it is, and we're just really trying to clarify the code.

Any questions?

(No Response)

MAYOR HUBBARD: Okay. All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #06-2019-26,

Approving the attached License Agreement between
the Village of Greenport and the Rotary Club of Greenport regarding the installation of a temporary, periodic "Field of Honor" on Village-owned property in Mitchell Park at the site of the Village of Greenport Carousel, and authorizing Mayor Hubbard to sign the agreement between the Village of Greenport and the Rotary Club of Greenport. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #06-2019-27, RESOLUTION approving the attached License Agreement between the Village of Greenport and Hard Corner Properties, LLC (sic) regarding the public use, and Village maintenance of, a property owned by Hard Corner Partners, LLC; and authorizing Mayor Hubbard to sign the agreement
between the Village of Greenport and Hard Corner Partners, LLC. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #06-2019-28, RESOLUTION scheduling a public hearing for 7 p.m. on Thursday, July 25th, 2019 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Stephen Bull and Terese Svoboda for the property at 24 Sandy Beach Road, to raise the existing building above the (base) flood elevation plus 2' of freeboard or more, with the work including the replacement of the existing foundation and floor frame with 26 new helical pile supported floor -- oh boy -- and directing Clerk Pirillo to notice the public
hearing accordingly. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #06-2019-29,

RESOLUTION approving all checks for Fiscal Year 2018/2019 per the Voucher Summary Report dated June 20th, 2019, in the (total) amount of $249,177.44 consisting of:

- All regular checks in the amount of $249,177.44. So moved.

TRUSTEE CLARKE: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.
Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE CLARKE: RESOLUTION #06-2019-30, RESOLUTION approving all checks for Fiscal Year 2019/2020 per the Voucher Summary Report dated June 21st, 2019, in the total amount of $745,755.04 consisting of:

- All regular checks in the amount of $697,427.61, and
- All prepaid checks (including wire transfers) in the amount of $48,327.43. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE CLARKE: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

Okay. That ends our regular agenda. I just want to thank everybody for coming. I wish everybody a safe summer, summer season is here,
and a happy Fourth of July.
And I'll offer a motion to adjourn at 9:06.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE CLARKE: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
Have a good summer. Thank you.
(Time Noted: 9:06 p.m.)
CERTIFICATION

STATE OF NEW YORK )
) SS:
COUNTY OF SUFFOLK )

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

THAT, the above and foregoing contains a
true and correct transcription of the proceedings
taken on June 27, 2019.

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

IN WITNESS WHEREOF, I have hereunto set my
hand this 10th day of July, 2019.

______________________________
Lucia Braaten
Lucia Braaten
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LOCAL LAW NO. OF THE YEAR 2019

A LOCAL LAW AMENDING CHAPTER 142 WETLANDS, FLOODPLAINS AND DRAINAGE OF THE GREENPORT VILLAGE CODE

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE INCORPORATED

VILLAGE OF GREENPORT AS FOLLOWS:

Section 1.0 Enactment, Effective Date, Purpose and Definitions.

1.1. Title of Local Law

1.2. Enactment.

1.3. Effective Date.

1.4. Purpose and Intent of Local Law.

2.0. General Provisions

2.1. Deletion of §142-6(B)(3).

2.2. Creation of §142-6(B)(4).

2.3. Amendment to §142-6(D).

2.4. Amendment to §142-7.

2.5. Creation of §142-8(G).

2.6. Deletion of §142-9(A).

2.7. Amendment to §142-9(B).

2.8. Amendment to §142-9(D).

2.9. Deletion of §142-9(E)

3.0 Severability.

1.1 Title.
This Local Law shall be entitled “Local Law of 2019 Amending Chapter 142 Wetlands Floodplains and Drainage”

1.2. Enactment.


1.3. Effective Date.

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

1.4. Purpose and Intent of Local Law.

The purpose and intent of this Local Law is to update the regulations contained in Chapter 142 regarding wetlands permit applications in the Village of Greenport.

2.0. General Provisions.

2.1. Deletion of §142-6B3.

§142-6B3 of the Greenport Village Code is hereby deleted.

2.2. Amendment to §142-6(B)(4).

§142-6(B)(4) is hereby created to read as follows:

(4) Copies of all applications made to any other agencies and any correspondence to or from those agencies and any approvals or denials from those agencies.

2.3. Amendment to §142-6(D).

§142-6(D) is hereby amended to read as follows:
All applications for wetlands permits, filed subdivision maps or any development within the watercourses, coastal wetlands, tidal marshes, floodplain lands, natural drainage systems, freshwater wetlands, watersheds and water recharge areas shall be reviewed by the Village Conservation Advisory Council. The Council shall file its report with the Village Board as provided in § 142-8B below.

2.4. Amendment to § 142-7.

The term “New docks and floats (per linear foot) $ 5” in § 142-7 shall be amended to read:

“New bulkheads, docks and floats (per linear foot) $ 5”

2.5. Creation of §142-8(G).

There shall be a new §142-8(G) created to read as follows:

The term of a permit granted by the Board of Trustees shall not be longer than two years and shall be no longer than the term of any permit issued by another agency.

2.6. Deletion of §142-9(A).

§142-9(A) is deleted and reserved for future use.

2.7. Amendment to §142-9(B).

§142-9(B) is hereby amended to read as follows:

Prior to the issuance of an approved permit the applicant shall provide proof to the Village that the applicant has workmens compensation insurance and Public Liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 in the annual aggregate, and property damage insurance in the amount of $500,000 which insurance shall name the Village of Greenport as additional insured while the permit is outstanding and which insurance shall be in effect during the term of the permit. The applicant shall provide proof of the insurance and the renewal of the insurance in the form of a binder. The applicant shall also provide an original policy naming the
Village of Greenport as additional insured if requested by the Village.

2.8. Amendment to §142-9(D)

§142-9(D) is hereby amended to read as follows:

D. In the case of removal, deposition or placement of structures and other operations or uses permitted within the watercourses, coastal wetlands, tidal marshes, floodplain lands, freshwater wetlands, watersheds, water recharge areas or any natural drainage systems, the Village Board shall reserve the right to require a permit or license for that activity, use or operation, including the right to require payments to the Village in an amount and in such manner as the Village Board shall direct.

2.9. Deletion of §142-9(E)

§142-9E is hereby deleted from the Greenport Village Code.

3.0. Severability

In the event that one or more sections of this law shall be deemed to be void or invalid, the remaining sections of this law shall remain in full force and effect.
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS the Village of Greenport has been awarded Community Development Block Grant funds and intends to use those funds for ADA-compliant improvements of the Fifth Street Beach playground and bathrooms, sidewalks and curbs; and the construction and rehabilitation of specified ADA-compliant structures; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the approval of the use of those funds with regard to SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of SEQRA with regard to the projects; and it is further

RESOLVED that the Board of Trustees hereby determines that the project is an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines that the approval and completion of the project by the Village of Greenport;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019
June 20, 2019

GREENPORT EXPRESS MINI-RAILROAD AGREEMENT

This AGREEMENT, made this day of 2019 by and between the Village of Greenport, a municipal corporation having its offices at 236 Third Street, Greenport, New York 11944 (the “Village”) and the Rotary Club of Greenport, a not for profit corporation with an address of P.O. Box 204, Greenport, New York 11944, (the “Rotary”) as follows:

1. The Village of Greenport is the owner of property located on the west side of Moores Lane in the Village of Greenport, including property that is in the area that is known as Moores Woods.

2. Rotary, working with the Village of Greenport, would like to work to restore a Mini-Railroad that previously operated in the Village of Greenport until its ceasing service several years ago, and which new Mini-Railroad is referred to herein as the “Project”.

3. The Project is planned to consist of approximately 1500 feet of narrow gauge rail through and along Moore’s Woods and a maintenance/bathroom facility located just North of the Skate Park and just East of Moore’s Woods.

4. The Rotary, through donations and fund raising activities by its charitable division, Rotary Club of Greenport Charitable Fund, will fund 100% of the cost of the construction of the Project.

5. The Village agrees to allow the Project to be constructed on Village-owned land on the west side of Moores Lane, and partially in Moores Woods.

6. The Rotary will prepare construction documents and may assist with obtaining
any necessary permits for the project.

7. The Village and the Rotary will cooperate and will assist each other with bidding the work required for the Project, contracting and retaining contractors. The Rotary and the Village will contract with the Contractors and the Village will assist the Rotary with the contract management of the construction of the Project.

8. The Village and the Rotary agree that the Village will retain ownership of the land and structures that are owned by the Village prior to the commencement of the Project and which land and structures will be used by or constructed for and then used by the Project, and the Rotary will retain ownership of the Rotary’s rail road equipment that is used by the Project.

9. The Village will provide staff for the operation and maintenance of the Mini Railroad Project. The dates and times of the operation of the Project will be mutually agreed upon by the Village and Rotary, but will include at least two special events per year sponsored by the Rotary.

10. Net revenues from ride ticket sales will be shared equally by the Rotary and the Village. (Net Revenues will be defined as the monies remaining after payment by the Village of its operating expenses, including a reasonable, mutually agreed upon reserve to be held by the Village for future repairs or improvements.)

11. The Village agrees to allow acknowledgement of the Rotary’s involvement in this project through permanent signage on Village property near or adjacent to the Project site, at an exact location that is mutually agreed upon by both parties.

12. Rotary will be responsible for the costs of the construction, equipment and development of the Project. The Village of Greenport will be responsible for the costs of the
June 20, 2019

operation and the future maintenance of the Project.

13. The Village and the Rotary shall both obtain property casualty coverage in an amount of not less than $250,000, and liability insurance coverage in an amount of not less than $1,000,000 per occurrence and $2,000,000 per annum, and both policies shall name the other party as additional insured with the insurance to be effective throughout the duration of the Project.

14. The Village shall indemnify and hold harmless the Rotary against and from liability arising from any act of negligence of the Village. The Rotary shall indemnify and hold harmless the Village against and from liability arising from any act of negligence of the Rotary.

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

VILLAGE OF GREENPORT

By: ____________________________
Hon. George W. Hubbard, Jr.

ROTARY CLUB OF GREENPORT

By: ____________________________
June 20, 2019

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

On this ______ day of __________________, 20___, before me, the undersigned, personally came ________, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of Greenport, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed by order of the board of trustees of said corporation, and that he signed his name thereto by like order.

__________________________________________
Notary Public

STATE OF NEW YORK  )
   ) ss:
COUNTY OF ____________  )

On this ______ day of __________________, 20___, before me, the undersigned, personally came ________, to me known, who, being by me duly sworn, did depose and say that s/he is the ________________ of ____________________, the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal so affixed by order of the board of that corporation, and that s/he signed his name thereto by like order.

__________________________________________
Notary Public
AGREEMENT

Agreement made this day of April, 2019 by and between the Village of Greenport, with an office address of 236 Third Street, Greenport, New York 11944, (the “Village”), and Safe Harbor Marinas LLC with an office address of 14785 Preston Road, Suite 975, Dallas TX 75254 and Safe Harbor Marinas LLC dba Stirling Marina, 1410 Manhanset Avenue, Greenport, New York 11944 (jointly referred to as “Safe Harbor”), regarding the dredging of the entrance to Stirling Harbor in the Village of Greenport, Town of Southold, Suffolk County, New York (the “Project”).

1. The Village of Greenport agrees to allow Safe Harbor to dredge the entrance to Stirling Harbor, located in the Village of Greenport, pursuant to the plans and specifications annexed hereto (the “Plans”) and are made part of this Agreement subject to the terms, conditions and stipulations as hereinafter stated.

2. The work contemplated in and provided for in this Agreement shall include the dredging of the entrance to Stirling Harbor (the “Project”) in conformance with the conditions and specifications of the Plans.

3. The Project shall be undertaken by Safe Harbor of its own accord, in accordance with this Agreement, and at the full cost and expense of Safe Harbor only, with no compensation or costs or expenses to be paid by the Village for the Project. Safe Harbor shall be responsible for payment of and shall pay all contractors and subcontractors performing work for the Project and any persons or entities supplying Materials or supplies or performing any service for the Project.

4. Safe Harbor shall hold harmless and indemnify the Village for any liens filed on any Village property by a contractor, subcontractor or person or entity supplying materials for the Project. Safe Harbor shall have thirty (30) days from the filing of a lien to pay the lien in full, bond the lien, or have the lien released from Village property whereupon if the lien is still outstanding after thirty (30) days, the Village at the Village’s sole option may pay the lien and commence an action against Safe Harbor to recover any amounts paid by the Village and the other costs and expenses, including legal fees of the Village.

5. The Village shall be and is responsible for obtaining all permits that are required from the various agencies with jurisdiction and regulatory responsibility for the Project.

6. The Village may terminate the Agreement after five (5) days written notice to Safe Harbor that Safe Harbor is in breach or default of the Agreement whereupon the Agreement and the Village and Safe Harbor’s obligations shall cease except that Safe Harbor shall be liable to the Village and shall indemnify the Village for any losses or costs and expenses incurred by the Village due to Safe Harbor’s breach or default.
7. The Village shall provide Safe Harbor with all documents, records and data in the Village's possession or which may be available to the Village which are relevant to the Contract Work.

8. Safe Harbor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Agreement and that all such personnel shall be employees of Safe Harbor only. Such personnel shall not be employees of, nor have any contractual relationship with the Village. Safe Harbor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Village by reason of this Agreement or their work or involvement in completing the Project, providing the services to be provided pursuant to this Agreement, to any agency or department, in any forum or review of the Project or otherwise.

9. Safe Harbor shall effect and maintain throughout the period of this Agreement the following insurance coverages at its own cost and expense:

- Workers' Compensation Insurance
  - Bodily injury each occurrence $250,000 Agg $500,000
  - Liability property each occurrence $1,000,000 Agg $1,000,000
  - Automobile Liability and General Liability Insurance
    - each occurrence $1,000,000 aggregate $2,000,000
  - Professional Liability Insurance each occurrence $1,000,000
    - Aggregate $1,000,000

To protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury, including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Each policy shall name the Village of Greenport as additional insured. Safe Harbor shall provide evidence of such coverage to the Village in the form of original policies or policy endorsements, not less than five days prior to the execution of this Agreement by the Village. The Village shall receive written notice of the expiration, termination or any change in the policies that are provided in accordance with this Agreement.

10. Safe Harbor Marinas LLC and Safe Harbor LLC dba Stirling Marina shall indemnify, defend, and hold harmless the Village from and against any and all claims, suits, actions, judgments, legal fees, demands, losses, costs, expenses, damages, and liability caused by, resulting solely from, or arising solely out of the actions, negligent acts, errors, failure to act, or omissions of Safe Harbor, its officers, employees, agents, or representatives in the performance of Services under this Agreement.
April 8, 2019

11. A. The Village, with the prior approval of the Mayor, Village Administrator or Board of Trustees only, may make changes within the general scope of this Agreement. If Safe Harbor is of the opinion that any proposed change represents a material modification to the scope of the Project contemplated to be provided under the terms of this Agreement, Safe Harbor shall so notify Village. Any mutually agreeable change will be reflected in a Change Order signed by both parties which will modify this Agreement accordingly. Safe Harbor may initiate such notification upon identifying a condition which may change the Contract Work agreed to be provided under this Agreement.

B. Any notification by Safe Harbor must be provided within thirty (30) days from the date of receipt by Safe Harbor of the Village’s written notification of a proposed change.

C. The Village may request Safe Harbor to perform extra services not covered by the Project as set forth above, and Safe Harbor shall perform such extra services and will be compensated for such extra services when they are reduced to a written mutually agreed change order signed by all parties.

D. The Village shall not be liable for payment for any extra services except upon such written notice to the Village prior to the performance of the services and the execution of a mutually agreeable Change Order signed by all parties.

12. Safe Harbor shall commence the performance of the Project to be provided under the Agreement within five (5) days of the mailing or electronic transmission of the Notice to Proceed from the Village, and Safe Harbor shall expeditiously pursue the completion of the Services after that and complete the Project within forty-five (45) days of the issuance of the notice to proceed. The Village shall issue the Notice to Proceed upon receipt of the necessary permits. In the event that performance of the services by Safe Harbor is delayed at any time during the contract period by causes that are beyond the reasonable control of Safe Harbor, and without the fault or negligence of Safe Harbor, the time for the performance of the Project shall be equitably adjusted by mutually agreeable change order signed by all parties, to reflect the extent of such delay by mutually agreed Change Order only.

13. A. This Agreement may be terminated by the Village upon fourteen (14) days written notice in the event of substantial failure by Safe Harbor to perform in accordance with the terms of this Agreement through no fault of the terminating party.

B. Upon receipt of notice of termination from the Village, Safe Harbor shall discontinue the Project unless otherwise directed and Safe Harbor shall deliver to the Village copies of the required number of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Safe Harbor in the performance of the Project under this Agreement, whether completed or in process.
14. The parties hereto agree that Village shall retain possession of all drawings, specifications, and other documents when its services have been completed. The Village will be provided two (2) sets of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on this Project to be done by others, or on other projects, without the prior written consent of the Village.

15.A. Safe Harbor shall not assign, subcontract, sell, transfer, or otherwise dispose of any of the Project or any interest in this Agreement without the prior written approval of Village.

B. This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

C. Safe Harbor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

16. Safe Harbor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors that may be approved by the Village prior to final payment.

17. The Contract Work and Project are subject to the New York State Labor Law requirements for payment of prevailing wage. Safe Harbor shall conform with all requirements of the New York State Labor Law with regard to prevailing wage and other requirements and Safe Harbor shall pay all employees providing services with respect to the Project Work and provide proof thereof by sworn certified payrolls.

18. No failure or waiver or successive failures or waivers on the part of Village, its successors or permitted assigns, the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of Village, its successors or permitted assigns, to enforce the same in the event of any subsequent breaches by Safe Harbor, its successors or permitted assigns.

19. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO VILLAGE: Sylvia Lazzari Pirillo
Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944
April 8, 2019

TO Safe Harbor: Safe Harbor Marinas LLC
14785 Preston Road
Suite 975
Dallas, Texas 75254

Stirling Harbor Marina
1410 Manhanset Avenue
Greenport, New York 11944

20.A. In the event of a dispute, the parties may on their mutual consent submit this matter for mediation or arbitration in a mutually agreed forum.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

21. This Agreement and the Plans represent the entire agreement between Village and Safe Harbor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project and there are no agreements or understandings between the Village and Safe Harbor which are not reflected in this Agreement and the Proposal. The terms of this Agreement may only be amended by a mutually agreed document signed by both parties.

In Witness Whereof, this Agreement has been executed by the Village and Safe Harbor Marinas LLC and Safe Harbor Marina LLC and Safe Harbor Marinas LLC on behalf of Safe Harbor Marinas LLC dba Stirling Marina effective from the day and year first written above.

VILLAGE OF GREENPORT:

By: __________________________

SAFE HARBOR MARINAS LLC

BY: __________________________
April 8, 2019

ACKNOWLEDGEMENT OF SAFE HARBOR MARINAS LLC

STATE OF

)ss:

COUNTY OF

On this ___ day of __________, 20___, before me personally came

_________________________ to me known, who, being by me duly sworn did depose and
say that he resides at ___________________________ that he is the

_________________________ of the Corporation described in and
which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of
the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

_________________________
Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ___ day of __________, 20___, before me personally came

_________________________ to me known to be the

_________________________ the persona described as such in and who as such executed the
foregoing instrument and he acknowledged to me that he executed the same as for purposes
therein mentioned.

(SEAL)

_________________________
Notary Public
Option Agreement

This Option Agreement ("Agreement") is made as of this 1st of April 2019 ("the Effective Date") by and among the Village of Greenport, New York (the "Owner"), with its principal address at 236 Third Street, Greenport, NY 11944, and Hawkeye Energy Greenport, LLC ("Optionee") with its principal address at 336 South Service Road, Melville, NY 11747, in accordance with the following recitals:

A. Owner owns title to that certain property consisting of a tract of land, including all rights of way, easements and any other interest situated to the west of Moores Lane in the Village, as more particularly depicted in Exhibit A-1 which is attached hereto and incorporated by reference (which property, together with any existing improvements, easements, rights of way and any other interest which documents are incorporated by reference herein, is referred to herein as the "Property").

B. Pursuant to a Facility Site Lease Agreement, dated November 13, 2002, as amended (Exhibit B hereto) and made part hereof, Optionee leased approximately 2.16 acres of land within the Property (hereinafter the 2.16 acres is referred to as the "Facility Site") to develop and operate an electric generating facility ("Facility").

C. Optionee desires to obtain the right to lease from Owner additional acreage (as preliminarily depicted on Exhibit A-2, hereinafter "Additional Site") adjacent to the Facility Site within the Property for the purpose of potentially developing additional electrical energy units ("Additional Unit Development"), and Owner is willing to grant Optionee an option to acquire such interest, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement, the covenants and agreements set forth herein and the payments by Optionee to Owner as set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Owner and Optionee hereby agree as follows:

1. Grant of Option. Owner hereby grants to Optionee the exclusive option ("Option") to lease the Additional Site, through an amendment to the Facility Site Lease Agreement, in accordance with the terms and conditions of this Agreement. The option period shall be for thirty six (36) months from the date of this Agreement (the "Option Period"). Optionee shall have the right, exercisable at Optionee’s sole discretion, to extend the Option Period for six (6) months, so long as the Optionee provides reasonable evidence to the Owner that Optionee is proceeding with its plans for the development of the Additional Site and the Optionee exercises the right to extend the Option Period at least 30 days before the expiration of the Option Period. A metes and bounds description of the Additional Site shall be developed based on the Survey to be conducted in accordance with Section 9 of this Option Agreement.

2. Option Payment. Optionee shall pay to Owner the amount of five hundred dollars ($500) per month for each month of the thirty six-month (36-month) Option Period, and if Optionee elects to extend the Option Period as set forth in Section 1 of this Agreement, Optionee shall pay Owner five hundred dollars ($500) per month for each month of any such extended Option Period.
3. **Exercise.** Optionee may exercise the Option by giving Owner written notice of such exercise (the “Option Notice”), which written notice may be given at any time after the date of this Agreement and on or before 5:00 p.m. (Eastern Time) on April 1, 2022 (36 months after the date of this Agreement), or if the Option is extended under the terms of Section 1 of this Agreement, prior to 5:00 p.m. (Eastern Time) on October 1, 2022.

   Notwithstanding the Optionee’s delivery to Owner of the Option Notice, Owner shall not be obligated to lease the Additional Site to Optionee until the applicable requirements of the New York State Environmental Quality Review Act, Article 8 of the N.Y. Environmental Conservation Law, and its implementing regulations, have been satisfied.

4. **Lease Terms for Additional Site.** In the event that the Optionee exercise this Option, the Facility Site Lease Agreement shall be amended by amendment or rider (“Lease Amendment”) to incorporate the Additional Site which amendment or rider shall incorporate and apply the following additional terms:

   a. **Lease Term.** The Facility Site Lease Agreement amendment will have an initial term ending July 1, 2028 with three optional term extensions of five (5) years each.

   b. **Rent.** Rent payments under the Facility Site Lease Agreement are based on the capacity (in megawatts) of the electric units on the Facility Site. The Facility Site Lease Agreement amendment will preserve that structure for the increase in rental payments attributed to the Additional Site, with the rent increased to account for the additional capacity of the Additional Unit Development. The parties agree that references to plant in the lease shall be amended to include battery capacity or other electric production technology.

   c. **Taxes:** Taxes on the total leased property, comprised of the Facility Site and the Additional Site, would be based on the assessed value of the existing Facility and the Additional Unit Development.

   d. **Equipment Storage Structure.** Upon exercise of Option, Owner shall take on all things necessary to provide Optionee clearance to demolish structure within 60 days of Option Notice. At no cost to Owner, Optionee will demolish the existing equipment storage structure presently within the Additional Site and upon completion of demolition, Optionee will pay Owner eighty thousand dollars ($80,000)

   e. **Environmental Conditions.** Owner would indemnify Optionee with respect to any conditions that exist on the Additional Site, and on or in the equipment storage structure, on or before the date the Facility Site Lease Agreement amendment is executed.
f. Fees and Expenses. Optionee shall be and hereby is responsible for any costs or expenses of the transaction contemplated hereunder, including but not limited to filing or recording fees and expenses, survey and other costs and expenses.

5. Termination. Optionee may terminate this Option Agreement at any time upon seven (7) days written notice to Owner. In the event that this Agreement is terminated, except as set forth in Section 10, Owner shall retain any portion of the Option Payment made prior to the date of Optionee’s notice of termination, but Optionee shall not be obligated to pay any further installments of the Option Payment. With respect to Section 4(e) above and Section 11. below, Owner will complete due diligence regarding environmental conditions during the option period and Owner shall have the right to terminate the option on thirty (30) days written notice to the Optionee, not less than ninety (90) days from the date of this Option in the event that environmental conditions for which Owner shall have to indemnify Optionee whereupon Optionee may notify the Owner that the Optionee is willing to accept the Additional Property in its existing condition with no warranty or indemnification.

6. Title. Optionee shall obtain and provide Owner with a copy of a title report of the title of the Additional Property within twenty (20) days after the exercise of the Option by the Optionee. The Lease Amendment shall convey to Optionee a good and insurable leasehold interest in and to the Additional Site, free of all liens, easements, encumbrances and other charges, except Permitted Exceptions. If Owner is unable to convey a leasehold to the Additional Site in accordance with the terms of this Agreement, Owner shall use reasonable efforts to remove any defects in title or to lease the Property in accordance with this Agreement. Following the execution of this Agreement, Optionee shall review the Title and promptly inform Owner of any defects, if any. If at the expiration of the Option Period prior to executing the Lease Agreement, Owner shall have failed so to remove any defects in title as to convey a leasehold interest in the Additional Site in accordance with the terms of this Agreement, then Optionee shall have the option either (i) to accept the Lease Agreement as provided by Owner or (ii) to terminate this Agreement, and Owner or Owner’s designee shall thereupon repay to Optionee all amounts previously paid by Optionee hereunder. Optionee’s rights under the preceding sentence to recover Option Payment installments shall survive termination of this Agreement hereunder. The failure of Optionee to indicate any objections to such title report shall not relieve Owner of its obligations herein to deliver a good leasehold interest as provided herein above.

7. Representations and Warranties. As of the date of this Option Agreement and the Closing Date, Owner represents, warrants and covenants to Optionee, subject to the terms and conditions of this Option Agreement, that: (a) no other signatures or approvals are required to make this Agreement fully enforceable by Optionee with respect to the Owner or the Additional Site; (b) the Owner has and will lease to Optionee good and insurable leasehold interest to the Additional Site, free of all liens, easements, encumbrances and other charges except Permitted Exceptions; (c) there is no pending or threatened condemnation, lien, litigation, administrative hearing or similar proceeding or action with respect to the Additional Site; (d) there are no outstanding or severed mineral interests relating to the Additional Site; (e) no other agreements, either written or oral, recorded or unrecorded, have been entered into by the Owner to convey, lease or use the Additional Site, except the Permitted Exceptions.
8. **Inspections.** From and after the date hereof, Optioneer and its representatives shall have the right, upon reasonable twenty-four (24) hours' notice, at Optioneer's sole cost and expense, to enter onto the Additional Site at reasonable times for the purpose of making such tests, inspections and surveys as Optioneer deems necessary in connection with the lease of the Additional Site. Optioneer will repair any damages it causes on the Additional Site or any other Village of Greenport property or equipment, in order to restore the Additional Site to its condition prior to such tests, inspection and surveys to the fullest extent practicable and shall be responsible to Owner for any physical damage resulting from such tests, inspections and surveys except to the extent repaired or corrected by Optioneer. In addition, upon Optioneer's request Owner will furnish to Optioneer copies of any environmental reports, title documents, surveys, leases and licenses and approvals relating to the Additional Site that are in the possession of or available to Owner.

9. **Survey.** Optioneer shall, at Optioneer's cost and expense, cause an exact boundary survey of the Additional Site (the "Survey") to be prepared by a reputable licensed registered local surveyor acceptable to Optioneer. After the Survey is completed, and accepted by the Village, the description of the Additional Site leased by Owner to Optioneer shall be amended to conform to the legal description based on the Survey, and thereafter, the new legal description shall be the legal description of the Additional Site for all purposes relating to this Agreement. Any increase in the acreage shall not affect the Option Price or the Purchase Price.

10. **Consent and Cooperation.** Owner acknowledges that Optioneer is entering this Agreement in order to investigate and potentially pursue the development of an electric facility(ies) on the Additional Site. During and after the term of the option, Owner agrees to cooperate with any reasonable request by Optioneer for information or access in support of Optioneer's investigation and pursuit of necessary approvals for Optioneer's intended use of the Additional Site. Owner, as registered landowner, may be required, and agrees, to execute any documents in support of Optioneer's efforts to pursue and seek approvals for the development of the Additional Site. However, all costs and fees associated with such efforts shall be paid by Optioneer.

   Owner's failure to comply with any provision of this Section 10 shall be a breach of this Agreement, and shall entitle Optioneer to terminate this Agreement immediately. If Optioneer terminates this Agreement pursuant to this Section 10, Owner shall return to Optioneer any installments of the Option Payment that Optioneer has paid. The remedies set forth in this Section 10 shall not diminish or limit the remedies otherwise available to Optioneer at law or equity. Optioneer's rights under this Section 10 to recover Option Payment installments shall survive termination of this Agreement hereunder.

11. **Environmental Matters.** As of the date of this Agreement, Owner represents and warrants that to the best of Owner's knowledge: (a) Owner does not use, treat, store or dispose of, no one else has used, treated, stored or disposed of, whether temporarily or permanently, any Hazardous Substance, as defined below, at, on or beneath the Additional Site or the improvements thereon; (b) no person (including, but not limited to, governmental agencies) has asserted any claim against Owner or the Additional Site, and no action or proceeding is pending
or threatened, and Owner has not received oral or written notice, nor has any other person received notice, of any pending or unresolved demand, notification, citation, claim, complaint or request for information, and no notice or complaint has been served, filed, or received relating to the Additional Site and arising under or pursuant to Environmental Law as defined below, or otherwise arising from the presence, storage, use, generation, movement, or disposal of Hazardous Substances, as defined below on, under, from, to or about the Additional Site. Owner further represents and warrants that and there has not occurred any release, discharge, disposal or transportation of Hazardous Substances on, under or from the Additional Site, nor does there exist any condition, that would give rise to liability under any Environmental Law or which requires reporting, investigation, remediation or other response action.

As of the date of this Agreement, Owner further represents and warrants: (i) there are no environmental liens on the Additional Site and no governmental actions have been taken or are in process or pending which would subject the Additional Site to such lien; and (ii) no consent, approval or authorization of, or registration of filing with any person, including any governmental environmental authority or regulatory agency is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

For the purposes of this Agreement, the term “Environmental Law” shall mean any applicable federal, state, or local law, rule, regulation, resolution, ordinance, directive, order, or common law regarding land, water, air, health, safety or environment, as well as anti-pollution, mining, waste control and disposal, and environmental cleanup requirements, including the Resource Conservation and Recovery Act, the Comprehensive Environmental, Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (Clean Water Act), the Clean Air Act, the National Environmental Policy Act, Article 12 of the New York State Navigation Law, and any permits, orders, or authorizations issued in connection therewith.

For the purposes of this Agreement, “Hazardous Substances” means all hazardous substances, wastes, extremely hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, special wastes, toxic substances, pollutants, contaminants, petroleum or petroleum derived substances or wastes, and related materials, including without limitation any such materials defined, listed, regulated or identified under or described in any Environmental Laws, the presence of which may give rise to liability under any Environmental Laws.

12. Miscellaneous.

a. Successors and Assigns. This Option Agreement shall be binding upon and inure to the benefit of Optionee and Owner and their successors and permitted assigns. Optionee may, without Owner’s prior consent, assign this Agreement to any entity (i) into which Optionee is merged or consolidated, or to an entity to which substantially all of Optionee’s assets are transferred, or (ii) controlling Optionee, controlled by Optionee or under common control with Optionee. Owner shall not assign
this Agreement without the prior consent of Optionee, which consent may be withheld in Optionee’s sole discretion.

b. **Governing Law.** This Agreement shall be governed by the laws of the State of New York. In addition to any remedies provided in this Agreement, either party may pursue all remedies available at law or in equity upon default by the other party under this Agreement. Suffolk County Supreme Court shall be the venue of any litigation relating to this Agreement.

c. **Notices.** Notices and other communications required or permitted pursuant to the terms of this Agreement shall be in writing and shall be served by personal delivery (including without limitation courier or Federal Express or other overnight messenger service) or by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

**Owner:** Village of Greenport, New York  
236 Third Street  
Greenport, NY 11944  
Attn: Village Clerk

With a copy to Village Administrator

**Optionee:** Hawkeye Energy Greenport, LLC  
336 South Service Road  
Melville, NY 11747  
Attn: John Reynolds

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

**OWNER**

VILLAGE OF GREENPORT

By:  
Name:  
Title:

**OPTIONEE**

HAWKEYE ENERGY GREENPORT, LLC
On the _______ day of April in the year 2019 before me, the undersigned, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
Signature and Office of Owner

On the _______ day of April in the year 2019 before me, the undersigned, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
Signature and Office of Optionee
EXHIBIT A-1

[EXISTING SITE BOUNDARY TO BE ADDED]
- Approximate Additional Site boundary shown in orange.
EXHIBIT B

[EXISTING LEASE TO BE ADDED]
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING NEW YORK STATE
DEPARTMENT OF STATE APPLICATION FOR NEW YORK STATE
DEPARTMENT OF TRANSPORTATION GRANT

WHEREAS the Village of Greenport is making an application for a New York State
Department of Transportation grant for reconstruction of the North Ferry Terminal in the Village
of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the
obligations of the Village of Greenport with respect to the application for the grant with regard to
SEQRA, and completed a short form EAF for purposes of SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA with regard to the grant application; and it is further

RESOLVED that the Board of Trustees hereby determines that the grant application is
an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines
that the grant application by the Village of Greenport;

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

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

Will not result in the removal or destruction of large quantities of vegetation or fauna,
substantial interference with the movement of any resident or migratory fish or wildlife species,
impacts on habitats, or other significant adverse impact on natural resources, impairment of a
critical environmental area and;
Will not result in the creation of a material conflict with a community’s current plans or goals, and;
Will not result in the creation of a hazard to human health, and;
Will not result in a substantial change in land use, and;
Will not encourage or attract an additional large number of people to a place for more than a few days, and;
Will not result in the creation of a material demand for other actions, and;
Will not result in changes in two or more elements of the environment, each of which is not significant but when reviewed together are significant two or more related actions each of which is not significant but when reviewed together are significant.

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019
VILLAGE OF GREENPORT
Budget Adjustment Form

Year: 2020  Period: 6  Trans Type: 02 - Amend  Status: Batch
Trans No: 4105  Trans Date: 06/04/2019  User Ref: ROBERT
Requested: A. HUBBARD  Approved:  Created by: ROBERT  06/04/2019
Description: TO APPROPRIATE RESERVES FOR THE CAPITAL PURCHASE OF A REPLACEMENT PUMP FOR THE NURSING HOME PUMP STATION
Account # Order: No  Print Parent Account: No

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Total Amount: 10,000.00
**VILLAGE OF GREENPORT**

**Budget Adjustment Form**

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Total Amount: 54,000.00
BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING BOND RESOLUTION FOR
DEPARTMENT OF STATE APPLICATION FOR NEW YORK STATE
DEPARTMENT OF TRANSPORTATION GRANT

WHEREAS the Village of Greenport is considering the adoption of a bond resolution
to finance the matching grant portion of the reconstruction of the North Ferry Terminal in the
Village of Greenport; and

WHEREAS the Board of Trustees of the Village of Greenport has duly considered the
obligations of the Village of Greenport with respect to the bond resolution, the application for the
grant and the project with regard to SEQRA, and completed a short form EAF for purposes of
SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA with regard to the adoption of the bond resolution; and it is further

RESOLVED that the Board of Trustees hereby determines that the adoption of the bond
resolution is an unlisted action for purposes of SEQRA; and it is further;

RESOLVED that the Board of Trustees of the Village of Greenport hereby determines
that the adoption of the bond resolution by the Village of Greenport;

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

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

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

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

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

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

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

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

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

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

Upon motion by Trustee

seconded by Trustee

this resolution is carried as follows:

Dated: June 20, 2019
VIA EMAIL: robertbrandt@greenportvillage.org

June 20, 2019

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

Re: Village of Greenport, Suffolk County, New York
Design and construction of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency
$3,200,000 Bonds
Our File: 10604816

Dear Robert:

Attached for your review and comment are the following:

(a) Revised draft bond resolution to pay the cost of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency. This resolution requires the affirmative vote of at least four of the five members of the Board of Trustees and is subject to permissive referendum.

(b) Notice of adoption. This notice must be published once in the official newspaper(s) designated in Section 11 of the resolution. The bond resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution. (The form of notice enclosed is for your use in submitting the notice to the printer and does not have to be returned to us).

(c) Affidavit of posting of the notice of adoption, which must be posted in at least six conspicuous places throughout the Village within ten (10) of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

If the foregoing are in acceptable form, when available please furnish me with the following:

(a) Certified copy of the bond resolution.

(b) Originally signed Clerk's affidavit of posting of the notice of adoption.
(c) Original printer's affidavit of publication of the notice of adoption from the newspaper or newspapers in which the notice was published.
Mr. Robert Brandt  
June 20, 2019  
Page 3  

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

Please do not hesitate to call if you have any questions.

Very truly yours,

Randolph J. Mayer  
RJM:jv  
Enclosures
At a regular meeting of the Board of Trustees of the Village of Greenport, Suffolk County, New York, held at the Village Hall, in Greenport, New York, in said Village, on June 27, 2019, at ______ o'clock _______ M., Prevailing Time.

The meeting was called to order by ____________________________, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Trustee __________________________, who moved its adoption, seconded by Trustee __________________________, to-wit:
BOND RESOLUTION DATED JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, IN AND FOR SAID VILLAGE.

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

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

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

Section 1. For paying the cost of the design and construction of various ferry access road improvements, including pavement, drainage, lighting, markings and signage and related parking reconfiguration and paving, to provide pedestrian and vehicular safety enhancements and improve ferry loading and unloading convenience and efficiency, in and for Village of Greenport, Suffolk County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued $3,200,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid class of objects or purposes is hereby determined to be $3,200,000, and the plan for the financing thereof is by the issuance of $3,200,000 bonds of said Village authorized to be issued pursuant to this bond resolution, provided, however, that the amount of bonds to be issued shall be reduced by the amount of any Federal or State grants received in aid of the foregoing class of objects or purposes.
Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law, as the items in said class can be assigned a period of probable usefulness of at least ten years under one or more of subdivisions 3, 20, 24, and 72, provided, however, that the maximum maturity of any bonds issued to improve any portion of the leasehold interest of the Village held under a lease from the Metropolitan Transit Authority shall not exceed the term of that leasehold interest, taking into account any then-existing extensions or renewals thereof.

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

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

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

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

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

Section 9. This resolution shall constitute a statement of official intent for purposes of
Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are,
or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside
with respect to the permanent funding of the object or purpose described herein.
Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

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

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.
The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

____________________________________ VOTING_________

____________________________________ VOTING_________

____________________________________ VOTING_________

____________________________________ VOTING_________

____________________________________ VOTING_________

____________________________________ VOTING_________

The resolution was thereupon declared duly adopted.

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

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

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolution contained therein, held on June 27, 2019, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

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

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

<table>
<thead>
<tr>
<th>Newspaper and/or Other News Media</th>
<th>Date Given</th>
</tr>
</thead>
</table>

69694285.3
I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

<table>
<thead>
<tr>
<th>Designated Location(s) of Posted Notices</th>
<th>Date of Posting</th>
</tr>
</thead>
</table>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village on May ____, 2019.

________________________________________
Village Clerk

(CORPORATE SEAL)
NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on June 27, 2019, duly adopted the resolution summarized below, subject to a permissive referendum.

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

A summary of the bond resolution follow:

BOND RESOLUTION DATED JUNE 27, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law.

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

Dated: Greenport, New York
_________ , 2019

______________________________________________
Village Clerk
AFFIDAVIT OF POSTING

STATE OF NEW YORK
COUNTY OF SUFFOLK

) ss.: 

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

That on __________, 2019, I caused to be posted a summary Notice of Adoption of a bond resolution adopted June 27, 2019, at the following six (6) conspicuous public places in said Village:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of Village of Greenport, Suffolk County, New York, at a meeting held on June 27, 2019, duly adopted the resolution summarized below, subject to a permissive referendum.

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

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The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law.

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

Dated: Greenport, New York

_____________________, 2019

_____________________, Village Clerk

Sworn to before me on

_____________________, 2019.

_____________________, Notary Public

69694285.3
LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Board of Trustees of the Village of Greenport, Suffolk County, New York, on June 27, 2019, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Village is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution. Such resolution was subject to a permissive referendum and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed.

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

A summary of the bond resolution follow:

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A RESOLUTION AUTHORIZING THE ISSUANCE OF $3,200,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE DESIGN AND CONSTRUCTION OF VARIOUS FERRY ACCESS ROAD IMPROVEMENTS, INCLUDING PAVEMENT, DRAINAGE, LIGHTING, MARKINGS AND SIGNAGE AND RELATED PARKING RECONFIGURATION AND PAVING, TO PROVIDE PEDESTRIAN AND VEHICULAR SAFETY ENHANCEMENTS AND IMPROVE FERRY LOADING AND UNLOADING CONVENIENCE AND EFFICIENCY, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 238 THIRD STREET, GREENPORT, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Greenport, New York

______________, 2019
-2-

Village Clerk
CONTRACT

AGREEMENT, made this day of 2019 by and between the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944, (the “Village”) and Christina Sun of BuoyantSea Swim, with an address of 615 East Gillette Drive, East Marion, NY, 11939 (the “Contractor”) as follows:

WITNESSETH: That for and in consideration of the premises and the agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

1. The Contractor shall perform all labor, and will faithfully perform and complete in a satisfactory manner the entire work of the project for the Village of Greenport as agreed and in accordance with the attached daily schedule, with the term of the contract to be from July 8, 2019 through September 2, 2019.

2. The consideration for this project is determined to be $30 per hour, and reimbursement of supplies as deemed necessary and reasonable by the Village of Greenport, to be paid by the Village to Contractor in consideration of the Contractor satisfactorily performing this Contract, to be paid to Contractor upon Contractor’s satisfactory completion of work and submission of required documentation.

3. The Contractor shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Village.

4. The Contractor hereby guarantees all Contract Work including but not limited to all labor and materials, for a period of one year from the date of final payment.

5. The Contractor will execute and provide release of liens and guarantees of payment of any suppliers or subcontractors prior to final payment.

6. The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the physical of material or equipment), whether initially or as a substitute, against whom the Village may have a reasonable objection.

7. The Contractor shall procure and maintain all required certifications and licenses necessary to perform the contracted work.

8. The Contractor shall procure and maintain insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under the Contract. All insurance provided herein shall name the Village of Greenport as additional insured and the Contractor shall provide insurance coverage as follows:

a. Workman’s Compensation in accordance with the laws of the State of New York, covering the Contractor and its Subcontractors for all operations under the Contract whether
performed by the Contractor or by the Contractor’s Subcontractors. This insurance may be evidenced by a certified copy of the policy or a certificate of insurance in a form that is acceptable to the Village.

b. New York State Disability insurance in accordance with the laws of the State of New York covering the Contractor, its Subcontractors for all operations under the Contract whether performed by the Contractors or by its Subcontractors. This insurance may be evidenced by a certified copy of the policy, or a certificate of insurance in a form that is acceptable to the Village.

c. Liability and Property Damage Insurance: Unless otherwise specifically required by the detailed Specifications, Liability and property damage insurance on all policies shall have limits of not less than:

- Bodily injury each occurrence: $250,000 Aggregate $500,000
- Liability property each occurrence: $1,000,000 Aggregate $1,000,000
- General Liability Insurance each occurrence: $1,000,000 Aggregate $2,000,000

d. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of the Contractor’s work, materials and equipment at all times from the start to the completion of the Work. The Village will not have any responsibility for or be under any obligation to reimburse any Subcontractor for any losses which may be due to vandalism, theft or malicious mischief.

9. The Contractor acknowledges that the Contractor is a vendor only and this Contract does not establish any employer employee relationship between the Village and the Contractor or any of the Contractor’s employees.

10. The Contract and Proposal constitute the entire agreement between the Village of Greenport and the Contract may only be altered, amended or repealed by a duly executed written instrument signed by both the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF GREENPORT

BY

Hon. George W. Hubbard, Jr., Mayor

(SEAL)

CONTRACTOR

BY

TITLE

(Corporate Seal)
ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF
COUNTY OF

)ss:

On this ___ day of ____________, 20__, before me personally came

_________________________________________ to me known, who, being by me duly sworn did depose and say that he resides at __________________________________________ that he is the

_________________________________________ of _____________________________________ the Corporation described in and which executed the foregoing instrument; that he knows the Seal of said Corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF PARTNERSHIP

STATE OF
COUNTY OF

)ss:

On this ___ day of ____________, 20__, before me personally appeared

_________________________________________ to me known and known to me to be one of the members of the Firm of

_________________________________________ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deep of said Firm.

(SEAL)

Notary Public
ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF ____________

COUNTY OF ____________

ss:

On this ___ day of ____________, 20__, before me personally appeared
____________________ to me known and known to me to be the person described and
who executed the foregoing instrument and acknowledged that he executed the same.

(SEAL)

Notary Public

ACKNOWLEDGEMENT OF VILLAGE

STATE OF NEW YORK

COUNTY OF SUFFOLK

On this ___ day of ____________, 20__, before me personally came
____________________ to me known to be the
____________________ the persona described as such in and who as such executed the
foregoing instrument and he acknowledged to me that he executed the same as for purposes
therein mentioned.

(SEAL)

Notary Public
June 13, 2019

LICENSE

FOR THE TEMPORARY USE OF A PORTION OF MITCHELL PARK

BY THE ROTARY CLUB OF GREENPORT FOR FIELD OF HONOR

THIS LICENSE, dated the day of 2019 from the VILLAGE OF GREENPORT, a New York State municipal corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter referred to as "Licensor" or the "Village") to the ROTARY CLUB OF GREENPORT, a New York State not-for-profit membership organization with a mailing address of P. O. Box 204, Greenport, New York 11944 (hereinafter referred to as the "Licensee" or the "Rotary") as follows:

WITNESSETH

WHEREAS, the Rotary desires to obtain from the Village a License for the temporary use of a designated portion of Mitchell Park, Greenport, New York (the "Park"), for use by the Rotary for the temporary occasional installation of flags in a Field of Honor; and

WHEREAS the Village is desirous of licensing a designated area of the Park to the Rotary for use by the Rotary for the temporary placement of flags for a Field of Honor celebration subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Grant and Acceptance: Licensor hereby grants to the Licensee and the Licensee hereby accepts from Licensor a license to use a portion of Mitchell Park to be designated by the Village for the uses contemplated herein.

2. Term: The term of the License granted herein shall commence on June 14, 2019 and shall continue on a monthly basis thereafter. The License shall renew on a monthly basis until such time as either party provides the other party with thirty days written notice that the License shall not renew, whereupon at the end of the thirty day notice or the end of the following month, whichever is later, the Term of the license shall end.

3. Flag Installation: Flags will be installed by the Rotary Club of Greenport in an area of Mitchell Park to be designated by the Village. Flags will be installed not more than two
days before the event, and shall be dismantled by the Rotary Club of Greenport not later than two
days after the event. The applicable holidays for which flags may be installed are: Flag Day, 4th

4. **License Fee:** There shall be no license fee payable by the Licensee to the Owner.
however the parties acknowledge the good and sufficient consideration provided herein.

5. **Insurance:** The Rotary shall obtain the following insurance coverage which is
required under this License and name the Village as additional insured:

   A. Liability, Protection and Indemnity Insurance- providing protection for claims for
damages to property and for personal injuries, including death, which may arise from the
operation by the Licensee in the amount of not less than one hundred thousand dollars
($100,000) per occurrence and two hundred thousand dollars ($200,000) in an annual aggregate.
   B. The Licensor shall be named as an additional insured in all such policies.
   C. All policies shall include provision for direct notification to Licensor by the
insurance carrier not less than twenty (20) days prior to cancellation of any policy.

6. The Rotary shall indemnify and hold harmless the Village and its officials and
employees for any negligence of the Rotary during the term of this License.

7. **Notices** – All notices given to the Village or the Rotary may be served by mailing
the same to the Village or the Rotary at the address set forth above, or by delivering a copy
thereof to an officer of the Village or an officer of the Rotary in person. All notices to be given
to the Village shall be delivered to a person in charge at Greenport Village Hall or mailed to
Village by certified mail, return receipt requested at the address set forth above.

8. **No Agency Created** – Nothing herein contained shall create or be construed as
creating a joint venture or any other agency between Licensor and Licensee, or to constitute the
Licensee as agent of Licensor, nor the Licensor as agent of Licensee. The relationship of the
Licensee to Licensor is that of an independent private business.

9. **Signage and Advertising** – Signs erected or changed by Village are subject to the
prior written approval of Village, which approval shall not be unreasonably withheld, provided
all such signs fully conform to all governmental regulations, and provided all costs, including
obtaining necessary permits, are paid for by the Village.

10. **Modification** – This License may be modified or cancelled by agreement in
writing executed by the parties hereto upon such terms and conditions as may be mutually agreed
upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

11. **Severability** - If any part of this Sublicense or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this Sublease, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been excepted or such invalid provision not been included.

12. **Binding Effect** - This Sublease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors-in-interest, assigns, transferees and legal representatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, executors, administrators, successors-in-interest, assignees, transferees or legal representatives.

13. **Entire Agreement** – It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in the License which alone fully and completely expresses the agreement between the parties hereto and that this License has been entered into after full investigation, neither party relying on any statement or representation of the other which is not herein contained or expressed. This Sublicense may not be modified, renewed or terminated orally.

14. **Governing Law** – This Sublicense shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.

15. **Headings** – The paragraph and clause headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this Sublease.

**WITNESS WHEREOF**, the parties hereto have subscribed their names and seals the date and year first above written.
State of New York,
County of Suffolk ss:

On the ______ day of ______ in the year

before me, the undersigned, personally appeared

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

State of New York,
County of Suffolk ss:

On the ______ day of ______ in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: All Suita
PHONE: 1-833-3ROTARY
FAX: 630-285-4062
ADDRESS: rotary@agj.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Lexington Insurance Company
NAIC #: 19437

COVERAGES

CERTIFICATE NUMBER: 699307848

REVOLUTION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER
VILLAGE OF GREENPORT
236 THIRD STREET
GREENPORT, N.Y. 11944

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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June 13, 2019

LICENSE

FOR VILLAGE USE OF THE PARKING LOT

LOCATED AT 230 MAIN STREET, GREENPORT, NEW YORK

THIS LICENSE, dated the day of 2019 from HARD CORNER PARTNERS LLC, of PO Box 1295, Cutchogue, New York 11935 (hereinafter referred to as “Licensor”) to the VILLAGE OF GREENPORT, a New York State Municipal Corporation with offices located at 236 Third Street, Greenport, New York 11944 (hereinafter referred to as the “Licensee” or the “Village”) as follows:

WITNESSETH

WHEREAS, the Licensee desires to obtain from Licensor a License for the use of the parking lot located at 230 Main Street, Greenport, New York (the “Lot”), for use by the Village and the general public for the parking of motor vehicles; and

WHEREAS the Licensor is desirous using the Lot for use by the Village and the general public for the parking of motor vehicles subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Grant and Acceptance; Licensor hereby grants to the Village and the Village hereby accepts from Licensor a License to use the Lot for the parking of motor vehicles by the Village and the general public.

2. Term: The term of the License granted herein shall commence on July 1, 2019 or such earlier date as the Licensor shall become the owner of the Lot and shall continue on a monthly basis thereafter. The License shall renew on a monthly basis until such time as either party provides the other party with thirty days written notice that the License shall not renew, whereupon at the end of the thirty day notice or the end of the following month, whichever is later, the Term of the license shall end.

3. License Fee: There shall be no license fee payable by the Village to the Owner. However, the parties acknowledge the good and sufficient consideration provided herein.
4. **Utilities:** In the event that the Licensor places the lighting for the parking lot only on a separate meter and billing, then the Village shall be responsible for the cost of the electricity for the lighting during the term of this License.

5. **Insurance:** The Village shall obtain the following insurance coverage, which is required under this License, or name the Licensor as additional insured on the Village’s current insurance policy, provided the current policy is at least in the following amounts;

   A. Liability, Protection and Indemnity Insurance- providing protection for claims for damages to property and for personal injuries, including death, which may arise from the operation by the Licensee in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in an annual aggregate.

   B. Property hazard and fire insurance in the amount of not less the five hundred thousand dollars ($500,000).

   C. The Licensor shall be an additional named insured in all such policies.

   D. All policies shall include provision for direct notification to Licensor by the insurance carrier not less than twenty (20) days prior to cancellation of any policy.

6. **Maintenance and Plowing:** The Village shall provide snowplowing and normal maintenance for the Lot during the Term of the License.

7. **Notices:** All notices given to the Licensor or the Village may be served by mailing the same to the Licensor or the Village at the address set forth above, or by personally delivering a copy thereof to an officer of the Licensor or an officer of the Village. All notices to be given to Licensor shall be delivered to a person in charge at Greenport Village Hall or mailed to Licensor at the address set forth above.

8. **No Agency Created:** Nothing herein contained shall create or be construed as creating a joint venture or any other agency between Licensor and Licensee, or to constitute the Licensee as agent of Licensor, nor the Licensor as agent of Licensee. The relationship of the Licensee to Licensor is that of an independent private business.

9. **Signage and Advertising:** Signs erected or changed by Village are subject to the prior written approval of Licensor, which approval shall not be unreasonably withheld, provided all such signs fully conform to all governmental regulations, and provided all costs, including obtaining necessary permits, are paid for by the Village.

10. **Modification:** This License may be modified or cancelled by agreement in writing
executed by the parties hereto upon such terms and conditions as may be mutually agreed upon between the Licensee and Licensor but no such modification or cancellation shall be effective until so executed.

11. **Severability:** If any part of this Sublicense or the application thereof be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this Sublease, or the application thereof in other contexts, but shall be confined in its operation to the section or part of the License and the persons or circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared the intent of the parties that this License would have been entered into had such invalid application been excepted or such invalid provision not been included.

12. **Binding Effect:** This Sublicense shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors-in-interest, assigns, transferees and legal representatives of the parties hereto, notwithstanding any lack of formal notice to any such heirs, executors, administrators, successors-in-interest, assignees, transferees or legal representatives.

13. **Entire Agreement:** It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in the License which alone fully and completely expresses the agreement between the parties hereto and that this License has been entered into after full investigation; neither party relying on any statement or representation of the other which is not herein contained or expressed. This Sublicense may not be modified, renewed or terminated orally.

14. **Governing Law:** This Sublicense shall be governed by and construed and interpreted in accordance with the Laws of the State of New York.

15. **Headings:** The paragraph and clause headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this Sublease.

**WITNESS WHEREOF,** the parties hereto have subscribed their names and seals the date and year first above written.
HARD CORNER PARTNERS, LLC

By: ____________________________

VILLAGE OF GREENPORT

By: ____________________________
State of New York, County of Suffolk ss:

On the _______ day of ________ in the year ________

before me, the undersigned, personally appeared

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

State of New York, County of Suffolk ss:

On the _______ day of ________ in the year ________

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