VILLAGE OF GREENPORT
COUNTY OF SUFFOLK STATE OF NEW YORK

BOARD OF TRUSTEES
REGULAR SESSION

Third Street Firehouse
Greenport, New York
November 27, 2017
7:00 P.M.

BEFORE:
GEORGE HUBBARD, JR. - MAYOR
JACK MARTILOTTA - DEPUTY MAYOR
MARY BESS PHILLIPS - TRUSTEE
DOUGLAS W. ROBERTS - TRUSTEE
JULIA ROBINS - TRUSTEE

JOSEPH PROKOP - VILLAGE ATTORNEY
PAUL PALLAS - VILLAGE ADMINISTRATOR
SYLVIA PIRILLO - VILLAGE CLERK
(The meeting was called to order at 6:00 p.m.)

MAYOR HUBBARD: Call the meeting to order with the Pledge to the Flag.

(All stood for the Pledge of Allegiance)

MAYOR HUBBARD: Please remain standing for a moment of silence for Susan Jane Corazzini, Regina A. DeDuck, Eleanor Kinscherf, Wes Ruroede, Harvey E. Strange, Jr. and Branden P. Sutherland.

(All stood for the Pledge of Allegiance)

MAYOR HUBBARD: Thank you. You may be seated.

Okay. I've got a couple of announcements. The Parade of Lights festivities and annual Tree Lighting ceremony will be held on December 2nd, beginning at 5:00 p.m., with a rain date of December 3rd.

Just to inform everybody, we're trying something a little different this year. Instead of doing the tree lighting on Saturday and the Christmas parade on Sunday, we're combining the two events to try to make it a bigger family oriented event. So, hopefully, everybody can come. The normal Christmas parade that normally
was at 1:00 on Sunday is going to be that
evening.

We're going to have a lot of stuff down at
Mitchell Park. Peconic Landing has donated some
cookies and hot chocolate and stuff, so we got
some fun stuff going on. The carolers from the
school will be there, the school kids, to sing,
we're doing a tree lighting, combination of
everything.

So just so everybody realizes, people that
are watching, the public, you know, we're not
doing everything on two separate days, it's all
at one time, a big family event.

Okay. There will be a Historic
Preservation Grant Workshop on December 4th at
the Old Schoolhouse, following the HPC Meeting
at 5 p.m. at the Old Schoolhouse.

The Village will be conducting smoke
testing from 8 a.m. through noon on December 9th
on Sterling Street and Sterling Avenue, and
Carpenter Street to Main Street. That's just
testing our sewer lines and everything else.
You may see a little smoke coming out of drains,
or whatever. They're trying to find leaks or
infiltration from storm drains into the sewer
system. So it's nothing to be alarmed about. We just want the public to be aware, if they see smoke coming from a storm drain, or whatever, it's -- there's not a fire, we're doing that on purpose.

Also, Village Offices will be closed on December 25th in celebration of Christmas Day. That's all I have under announcements. We've got a public hearing. The Wetlands Permit Application of Stephen Bull, 24 Beach Road, regarding an existing 10'x10'x10' shed on upland ground.

We'll open up the public hearing. If anybody would like to comment on it, your name and address for the record and --

MR. BULL: I'm Stephen Bull, and I reside at 24 Sandy Beach, and I'm the person who's making the application. I wanted to give you now just some extra packets that I made up to give you a little more information about the shed.

MAYOR HUBBARD: Okay. Thank you.

MR. BULL: So I'll go through the packet in order, so that some -- there's some logic to my presentation.
The first thing about this particular shed, it is a shed. And I want to talk to about its community aesthetic and how it fits as a shed within the local architecture and the lines of the rest of the community, so it doesn't stand out as something that would be unattractive and not working. You could see the second house there on the block looks a lot like the shed in terms of its roof layout.

The second image that you'll see is the items that are stored within the shed. It is a shed, no more than a shed. It's 10'x10'x10', and it's fully and compliant with the Greenport Code that allows an individual to build a shed without a permit in -- for this kind of purpose. There's no foundation, it's resting on the ground.

In the next image, you'll see -- you'll see next to the shed two tall rods, it looks like rods next to the shed, but you'll see my hand in the foreground. These are helical land anchors that are used most predominantly by the telephone poles -- the telephone company and the power company to hold all the telephones in place. Each one of these has the strength to
hold 2,000 pounds.

A concern that was expressed at the CAC meeting was that the shed might break loose because it was not attached, being a temporary structure, to the ground. So, at that time, Paul Pallas attended that CAC interview, and I showed him these land screws that would be used to hold the shed in place, so that in case of a flood, the shed would not go rogue and cause damage in the community by floating around and off of its foundation.

The next image you should see are three sheds. It would be this image here. These are three sheds that are in the Village of Greenport that are in -- in the neighborhood that were -- that are placed there without a wetlands permit, without a WLP permit. They're of a more contemporary style than mine, but they are existing. You could see on the third shed, you see that it's in a position very similar to mine that's in this upland area that's in the consideration of this application today. So these are done without wetlands permits. I went through the Building Department files on each one of these.
The next image you'll see is a -- the shed is nestled between two 40-year-old trees, and in this particular case, it's designed to keep the shed somewhat hidden from the other neighbors, so that it wouldn't be interfering with the landscape and the view that our neighbors had. So it was important to me that the shed would fit into the community that way.

The next item you have is a written statement by a local builder that you may know, Steven Schroeder, who examined the cottage to find it safe and it -- you know, well constructed, and that in his opinion, the land anchors intended to fasten -- be fastened to the shed through the two-by-four studs would be sufficient to hold the shed onsite in the case of flooding. So that's his statement, which is in your packet.

Then I have support from my neighbors, my Sandy Beach neighbors, all of them who are in favor of the shed. I have one letter here, you'll have a copy of that, which is from Marilyn Raines. She's two doors to my west. I have another letter of support from Donna Abrams. She's at #2 Bay Road. She's another
member of the Sandy Beach community. Sandy Beach community is a community of 24, 25 cottages and she's in one of them. Then we have Mike Corso. He concurs that the shed -- he's in favor of the shed. I have another one here from 25 Sandy Beach, and this is from Paul Elliot. He says, "I'm in favor of your shed at 24 Sandy Beach Road. I have no problems with its existence." Then I have another one from the newer neighbor, his name is P.J., and he's at 21 Beach. He's my neighbor. Where Paul is my neighbor on the west, directly to -- my neighbor on the west, my eastern neighbor is P.J. Then I have another letter of support from Ingrid Young, she's at #10 Sandy Beach, my cottage is again #24, and she's in support of the shed, she has no problem with it. And then, finally, I have another supporting letter from Bob Moller, who's at #14 Sandy Beach.

So that concludes my remarks with why I believe this shed is -- is viable.

The CAC Committee has -- in their due diligence, has gone to visit the shed, and you have their report, and from the report, I believe their response has been very favorable.
to the shed under the conditions that they have
outlined, which I agree with.

So I would ask that now you would hear
from my Attorney, Pat Moore, who will review
perhaps more of the legal side of this
discussion.

MAYOR HUBBARD: Okay. Thank you.

MR. BULL: Thank you.

MS. MOORE: Good evening. Patricia Moore,
on behalf of the applicant.

The reason I had Mr. Bull present the
beginning was that he actually had conducted a
lot of the research, and I wanted him, as the
one who had obtained all that information, to
provide it as testimony for this Board.

I -- from our previous wetland permit
application, we identified certain parcels by
their address, and they are -- there were
structures, similar structures on Beach Road. I
actually pulled the property cards for each of
those structures, and that's what I've just
presented to you, are -- is a -- the first page
is the outline of the tax map and the address.
That was all documented in your application
packet with photographs. And in my review with
the attached property cards, what I was looking for was to corroborate Mr. Bull's investigation that these -- a lot of these accessory structures, certainly the sheds that are in existence, don't appear to have ever been required to get a building permit, and certainly don't have a wetland permit. It just -- the application process was not required. So I did want to corroborate his information and what was submitted to you previously in our packet.

The second issue is compliance with the New York State Building Code. I checked both with an architect, and we checked the State Building Code, and the State Building Code does not address accessory structures such as a shed. The Building Department has recommended, and CAC and Mr. Pallas has recommended those anchors, but it's merely to comply with your flood damage prevention provisions, so as to make sure that any structure sitting on land is secure and does not get separated from the land in the event that there's any flooding of the area. That would be whether you had a boat or you had anything else, you want to make sure that it stays permanently affixed. And the shed is...
the -- with these anchors will be permanently affixed, and, in fact, protects what would otherwise be the storage that you saw in the shed being outside the shed and on the property. So it actually protects from flooding to have things in a shed, in a contained area, and that way you can avoid damage to property through -- due to flooding.

In addition, even though it's -- I don't believe it's required, because under the storm -- the flood prevention, under the State Code, it -- again, sheds are really not -- they're generally not addressed, because it's not a habitable structure. What -- the flood prevention is usually for habitable structures. Garages, sheds, parking areas, those are generally left to common sense.

In this case, we actually added some flood vents to make it even more flood -- to allow for more flood protection. So there has been additional protective means for this particular shed.

It's a lot to talk about over a shed, but we seem to have to go there.

Quite frankly, your wetland ordinance
really had me perplexed, because generally
wetland ordinances deal with setbacks from a
wetland area. It deals with docks and
structures that are in the water or in wetlands.
Your wetland ordinance includes the flood map.
And it just doesn't seem to make sense, because
you have a great deal of the Village of
Greenport which is under a flood map, the FEMA
standards, and you might have houses, and sheds,
and garages, structures that are within a FEMA
guideline, and your wetland ordinance doesn't
seem to be applied that way.

So I would question whether or not this
process is even necessary. But when I spoke to
the Assistant Village Attorney, he said, "Oh,
it's brought in due to the flood map." Again, I
think it requires a little review, because I
don't believe that's the way that -- it's not
the way it's been analyzed in the past, and it
doesn't make sense. Generally, you get wetland
permits for structures that are either in
wetlands or are within a certain adjacent area
of a distance.

The wetland ordinance that you have gives
me no standards. It's kind of -- that's why
we're kind of -- we're going above and beyond
for our presentation, because the wetland
ordinance has really very little guidance, and I
think it welcomes some review. That's for
another day for the Board to consider.

That is all I have at this moment, and if
there are any comments, we will address them.

Thank you.

MAYOR HUBBARD: All right. Thank you.

Anybody from the public like to address this?

Name and address for the record.

MR. SALADINO: John Saladino, Sixth
Street. You aren't going to review our code as
the -- as the applicant's attorney suggested?

You're not going to change our code tonight, are
you?

MAYOR HUBBARD: No, we are not.

TRUSTEE PHILLIPS: No, I hope not.

MR. SALADINO: So I can -- so I can read
from our code and --

MAYOR HUBBARD: That's what's in existence
right now, that's what we're working with.

MR. SALADINO: The first -- the first
ting -- did I give my name and address? I'm

sorry. John Saladino, Sixth Street.
MAYOR HUBBARD: Yeah.

MR. SALADINO: The first thing I would like to address is the way the application is addressed on the agenda, an upland shed. I don't believe it is upland. I believe it is in the wetlands. A letter from the DEC kind of confirmed that it was their jurisdiction. The DEC takes jurisdiction over the wetlands --

MS. MOORE: No.

MR. SALADINO: -- and not the upland portion -- and not the upland portion of the -- of the property.

If you look at the survey, the property is zoned Coastal Zone A. If you look at the survey again, you'll see that there is a line delineating moderate wave action, and actually goes through the middle of the applicant's house. So to call it upland is, I think, misinformation.

I'm not going to address our Chapter 68, you guys are all familiar with our chapter.

The International Building Code was mentioned. It was mentioned that it was consulted with architects and someone else. I have a copy of the International Building Code
from 2015, Appendix G, Section G801, and it says, "Garages and accessory structures shall be designed and constructed in accordance with the American Society of Civil Engineers, Article 24. So the International Building Code, Appendix G, if I could, is for wetlands and floodplains in the International Building Code. They defer to the Civil Engineers.

The American Society of Civil Engineers says in that coastal zone, Coastal Zone -- Coastal A Zones are treated like coastal hazard areas if FEMA has delineated a limit of moderate wave action, which that particular area, if you look at the survey, they have.

I highlighted these out of order, but in this, in this provision, provisions include attached decks, porches, garages, carports and accessory storage structures. So storage sheds are actually addressed in the International Building Code, and there is a standard set by the American Society of Civil Engineers.

The standard is that in the minimum elevation of bottom of lowest horizontal structural member in Zone V, which that's not, it's Zone AE, or coastal high hazard areas,
Zone V, and Coastal A Zone is the design flood elevation. The design flood elevation -- I'm breaking in new glasses, I apologize. The design flood elevation equals the Base Flood Elevation in communities that regulate based on FIRM's map. The DFE is always equal to or higher than the Base Flood Elevation. The Base Flood Elevation in that area is six feet. To build a building on the ground, according to this, regardless of whether it's anchored or not, is not complying with the International Building Code. It's not complying with our Chapter 68, and it's not complying with the American Society of Civil Engineers.

The applicant's attorney went on to say they put a hole in the building for flood-proofing. There's a whole section on flood proofing, wet flood proofing and dry flood proofing. Wet flood proofing in that area, wet flood proofing, minimum elevation of the wet flood proofing in Coastal A Zone is the Base Flood Elevation plus one feet, or the Design Flood Elevation, whichever is greater. Minimum elevation of dry flood proofing in Coastal Zone A is not permitted, according to the Society of
Civil Engineers, who the International Building Code takes their standards from.

There's other things as far as the methods for flood proofing, the material, the material that's specified to use for flood proofing. And, again, I'm struggling here, and I apologize.

Flood damage-resistant materials must be used below specified elevations. Metal connectors and fasteners exposed to saltwater, salt spray and other corrosive agents must be stainless steel or equivalent corrosive resistant materials, or hot-dipped galvanized after fabrication. Now it was mentioned that the screw anchors are hot-dipped galvanized. Makes no mention of any of the fasteners in the building, any of the hardware in the building. It doesn't mention what the building is constructed of.

In the interest of full disclosure, I'm a member of the CAC. I didn't sign off on the waterfront consistent report. I don't agree with my colleagues. I believe this should take precedence. My colleagues, perhaps from not reading this, or -- it also says where -- so I
did -- I was there for the inspection of the
shed. The wood is not treated wood, it's T-111.

The American Society of Civil Engineers
goes on to say dry flood proofing measures are
not permitted in coastal high hazard areas. In
order to be built in that area, it mentions
pilings, caissons, the material to be used, the
scour rate.

Basically, what I'm saying is this
building was built in stealth. It was built, we
understand, without a building permit, but it
was also built without a wetlands permit. The
applicant or his attorney hasn't mentioned that,
they haven't given a reason for that. If they
applied for a wetlands permit, perhaps the
proper scrutiny would have been applied. He
wouldn't have built it in -- without permission,
and the proper standards for building it would
have been adhered to.

I heard just now saying that our code is
deficient, the State Building Code doesn't
address sheds. We know for a fact it does now,
because I just read from it. It was also
suggested that it would be ridiculous to raise a
shed, because how would somebody access it? I
don't know, I don't know. But that shouldn't be
how somebody gets in their shed in a particular
area if it goes against the building standards
of the International Building Code and the
society that they use to set those standard, the
American Society of Civil Engineers. I'm not
going to question that.

You know, there's nine pages here.
There's 51 pages in the handbook for -- in
Appendix G in the International Building Code
that addresses most of this stuff. Obviously,
I'm not going to read any of it, all of it. All
I would ask you to do is -- you guys can do
anything you want. You're the Mayor and you're
the Village of Greenport Trustees. You can do
anything you want. You can do the right thing,
or you can subscribe to the age-old Greenport
"good ol' boy" paradigm and give forgiveness,
you know, instead of someone asking permission.

We hear all the time how we have to
preserve our waterways and preserve whatever.
The applicant built a building, a storage shed
on the ground in a flood zone. The question I
raised was -- it was suggested to me, like,
"Well, we're going to anchor the building.
You're afraid the building's going to float away?" And prior to the new paradigm that he's -- the new system that he's using with the galvanized anchor, it was very possible that the building would float away.

When we were there for the inspection, the high tide had risen perhaps -- I'll be generous -- 20 feet from the building. On a moon tide, perhaps it would have been higher. If the building didn't float away, whatever was in that building, if it did flood, paint, pesticides, fuel oil, fuel, whatever somebody stores in the building, as the water recedes from that building, the creek is 39 feet away, whatever leaches out of that building leaches into the creek.

You guys can give them this wetlands permit, or you can do the right thing. You can raise the building or move the building, but it certainly shouldn't stay the way it is. Thanks.

Thanks for listening.

MR. TASKER: Good evening. Arthur Tasker, 17 Beach Street in Greenport. I'm about five or six houses to the east of Mr. Bull's house and the location of his shed.
Before I -- before I get into the remarks that I have prepared, I'd like to make a couple of comments on what's already been said, first by Mr. Bull, and then by his attorney.

First of all, the idea that, you know, this is such an aesthetic thing, it should be allowed. Well, indeed, it's an attractive building, but it's a building that shouldn't be there, it's in the wrong place, it doesn't meet the appropriate wetlands and flood standards.

Second of all, the -- I'll address in a few minutes the issue of similar structures on Beach Road that were built without wetlands permits or building permits.

I'd like to review how we got to where we are. And right now we're looking at an application that was made -- that was received by the Village Clerk on October 12. It was covered by an August 7, 2017 letter from Attorney Moore transmitting Mr. Bull's wetlands application for an as-built shed. The attached wetlands permit application was signed by Mr. Bull on August 4, 2017.

There are a couple of very specific details that I'd like to address with the permit
application itself. First of all, question 8 in
the application asks, "Will the project utilize
Village-owned lands?" And the answer is no.
That is false, as I will show later on. It is
built on land as to which the Village has a
deeded easement.

Second of all, on the second page of the
wetlands permit application, where the
supplemental data that's requested is, "Any
prior existing restrictive covenants which
permit or regulate the use of subject wetlands,
and the applicant again has indicated falsely
"none". In fact, there is a restrictive
covenant that I'll talk about in a bit of detail
in a few minutes that prohibits building any
buildings in the area north of the paved
right-of-way on Sandy Beach for the 14 western
buildings that have land that projects out into
Stirling Creek.

There was mention made of these sheds that
I think you got different pictures of, but these
are part, the pictures that were shown in the
application, and I'd like to go through them
kind of one by one.

The one that's numbered #2 is owned by
Todd Hart, now owned by Wackenfeld. The one, #3 was owned by -- and when I say was owned, I'm referring to 1944, when I first came to Sandy Beach, at a time when I personally witnessed that all of these sheds were in existence in 1944. You realize, of course, that this was before the building first had a Zoning Code in 1949. It was before a wetlands permit was required in 1976, and it was long before the DEC required -- had any wetlands restrictions at all about this kind of construction.

Going back to the buildings, #3, the one numbered #3 was owned by Joe Schmidt, is now owned by Bendicksen.

The one, #4, was owned by Clara Craig, now Joe Corso. That one possibly was rebuilt or replaced. I don't have -- I don't know that, it looks a bit newer.

The one, #5, was owned by George Stewart, now owned by Arlene and Tom Buckley.

The one who's owned -- that's numbered 9 was owned by Irv Price. He's the grandfather of Bill Price, Justice Bill Price in the Village, now owned by McCrearys.

The one that's owned by #10 is -- was
built by Jack Adams in 1952, Jack and Janet Adams, now owned by their granddaughter, Ingrid Young.

And the one that is indicated as #13 was owned then by George Raynor, now owned by Frank and Ann Murphy.

Two others that they indicate, which are supposedly built without permits, are #1B, which is -- which is owned by Howie Moller. That, in fact, is not in the Village of Greenport, it's in Southold Town. And I have no idea what their requirements are for permitting or wetlands permits for something like that, but it's not in the Village of Greenport.

The one that's shown as 1C I believe is Peter Sideris'. He's not on Sandy Beach proper, he's on the -- he's the piece of property as you turn the corner. There's been litigation over that property in the '90s, and I think the Village just kind of gave up on enforcing anything on that piece of property.

As to the -- as to the buildings that are the sheds that were built in pre-1944, the DEC has indicated that those buildings are in an area that is not in their purview at all. In
fact, the portion of the properties between the 
existing bulkhead and the roadway, both 
constructed prior to August 1977, is beyond New 
York State DEC Tidal Wetland Jurisdiction. In 
other words, if it's between the bulkhead and 
the paved road, the DEC has no objection to 
construction and doesn't regulate it. All of 
those sheds that he's talking about as nearby 
fit that location description, as well as their 
prior construction in 1944.

The DEC goes on to say, in accordance with 
tidal wetlands use regulations, no permit is 
required for any work in the -- in the parcel 
between the bulkhead and the road, but no 
construction or disturbance of any kind may take 
place seaward of the tidal wetlands 
jurisdictional boundary without a permit. That 
is to say you have to have a wetlands permit or 
you have to have a permit from the DEC to build 
north of the paved roadway, which is the 
location of Mr. Bull's shed.

I think in this case -- well, I may come 
back to that point. Let's leave that for the 
time being.

As to -- oh, that's right. His neighbor,
Elliot, built a shed right next to him about a year before that, and he's one of -- Elliot is the one of the ones he cited as being in favor of his own shed, of course, as you might expect, because if Bull -- if Mr. Bull gets a permit, Mr. Elliot's going to get a permit, I would think.

In February 16th, at about the same time as they were beginning to take some action on Mr. Bull's failure to get a wetlands permit, I advised -- I had been in communication with the Village Building Department and the Village Administrator concerning their failure to get any permits, and, at the same time, or shortly thereafter, on February 16 of 2017, I sent Mr. Pallas and Ms. Wingate an email saying, "I may have mentioned also that the property immediately to the west of his, that is to the west of Mr. Bull's, owned by Paul Ellis, has also erected a shed in the equivalent location, also without a wetlands or a DEC permit. Please take appropriate action on this violation."

Well, they started to act on Mr. Bull, but they've done nothing, apparently, as best I can tell, about Mr. Elliot's Violation.
So I mentioned a deeded easement, and
I'll -- well, I'm going to address that in a
little more detail in a few minutes.
I'd like to move along to other dimensions
of the objections that I have, and provide you
-- seems like pictures are very much in order
these days. It may save a few words, so I'll
pass out some pictures and maybe go through
them, if I may.

The first -- if you follow along with me,
please, the first picture is an aerial view
showing Stirling Creek and the entrance of
Stirling Creek and Greenport Harbor and all of
Sandy Beach. And to the -- roughly, in the
center of the picture, you see the westernmost
cottages on Sandy Beach at the -- at the bottom
end of the row. Those are -- that is the area
where Mr. Bull's and Mr. Elliot's sheds are both
constructed and where their houses are located,
and you can see that it's a pretty natural
looking wildlife wild area that's unspoiled by
any kind of construction, other than docks,
which -- excuse me -- which are permitted. Keep
that in your mind.

And when you turn to the next photograph,
if you will, in the deck, you'll see an aerial photograph from a different view in a different season which shows the same area of unspoiled wetlands area behind the houses of Bull and Elliot.

And, finally, turning to the third picture, which is a more enlarged aerial view, you'll see the houses from a different viewpoint, and starting from the left of the row of houses, the second house is Elliot's house, the one with the three skylights. The house next to that is Mr. Bull's house, and behind them are -- their sheds are built. They don't show in this photograph, because this photograph was taken before the sheds were built. My house is the last house on the right that you see in that photograph, 200 feet away from Mr. Bull's. That's the house with the square flat white roof. So it shows the proximity to Mr. Bull's house.

Let me pause to tell you a little bit of the history of Sandy Beach and how things got where they were. In 1930s, the Sandy Beach Association of Greenport, Inc. was formed and they bought land, about 1,000 feet of land.
inside the breakwater heading up toward the point that had been previously rented. They bulkheaded 1,000 feet of it, roughly, and sub -- it was subdivided subsequently into 23 parcels running between the bulkhead on the south and the paved right-of-way along the north border.

In 1950, Herbert Fordham, who owned a lot of land in the Sandy Beach area, and also running up to the North Road, some of you may know his house was called Oak Farm and it's the big white house set back from the road just west of Island's End Golf Course. He owned that. He owned from the North Road to the Sound and had that house there.

In 1950, he offered the Sandy Beachers a 100-feet-deep north-to-south by 600-foot-wide east-to-west parcel adjoining the north or Stirling Creek side of Sandy Beach to the 14 westers -- western owners on Sandy Beach. Henry Tasker, my father, on behalf of the 14 owners, including himself, purchased that 100-by-600-foot parcel and subdivided it, much of it under water, in fact, and still remains under water, and subdivided that among the 13 owners. The 13 owners paid roughly $200 apiece
for their 100-foot portion of land extending out into the creek in 1950.

The north lots on Stirling Creek that I speak of from that 100-foot-deep parcel are also burdened by -- on the southern -- on the southern side, 20 feet of it, by an easement that Fordham had given to the Village of Greenport in 1940, 10 years before he sold the parcel to the Sandy Beachers, with the intent being to build a road to Sandy Beach Point. That easement is still Village of Greenport property.

Turn to the next photo, if you will, black and white photo in the deck, and it lays it out a little bit photographically, I think, to help understand it. It shows the 30-foot paved right-of-way between the two white lines in the photograph, and to the left of it, the -- where -- at the left line of the right-of-way in this picture starts the 20-foot Village of Greenport easement going toward the left of the picture, and the same line also starts the 100-foot lot, which has on it a building restriction, which I will address in more detail. To the right of the white line on the right-hand side running
just about -- is the right foot -- is the right
side or the south side of the deeded -- of the
right-of-way, and it comes within about one foot
of Mr. Bull's porch.

Turning to the next one is the aerial
picture of a portion of the zoning map of Sandy
Beach, and I think it will put the location of
things in perspective.

Starting at the bottom, going across
there, outlined in yellow are the 23 bulk
properties within the bulkhead. On the top line
of that row is the paved 30-foot-wide
right-of-way, and shown in there is, starting
from the left, Elliot's house, Mr. Bull's house,
and my house, and you can see their proximity.
But more importantly, in the area that is
outlined in green, that is the 100-by-600 foot
lot that Fordham sold to the Village -- to the
Sandy Beachers that was subdivided and extended
their properties another 100 feet north into
Stirling Creek, some of it dry land, some of it
-- much of it land under water.

That land was sold -- was conveyed with
restrictive covenants to the 14 owners of that
lot to protect the land from development to
remain as unbuilt wetlands, and the restrictive

covenant reads exactly this:

"The premises are conveyed subject to the

following restrictions:

One, no building or any part thereof, or
structure of any kind, shall be erected or
maintained on any part of said premises," that
is the 100-by-600 foot premises, "except a dock,
pier or bulkhead for the mooring of small boats.

Number three, these covenants shall be

taken and considered as covenants running with
the land and binding upon the grantees and their
successor grantees."

If you turn to the next photograph in the
deck, which shows a view of the wetlands, I'm
trying to show the -- first of all, the location
of Mr. Bull's shed and Mr. Elliot's shed.
There's a line that indicates the 100-feet-deep
area restricted from building of structures
which runs from the red line, which is the edge
of the right-of-way, approximately to the end --
to the shoreline at this particular point.
There is also shown in the bottom left corner of
the 20-foot Village easement that essentially
runs through Mr. Bull's shed.
There seems to be some scepticism about where the floodplain is, but I think Mr. Saladino addressed that, indeed.

If you'll look at this picture, you'll see in the very left side there, there is an opening in the fence, a gate area. Turning to the next picture shows a picture taken during Hurricane Irene in August 2011. It's taken from that same gateway in the previous picture, looking out onto the creek, and you can see that the -- that the water has risen almost -- has risen to that fence opening, which is about on the property line of the Village's easement. So it completely covered that easement. It completely would have covered Bull's and Elliot's sheds both in that -- in that storm alone, and would have flooded both of those buildings, and the gasoline and the other things that they're storing in it. Excuse me.

The next picture shows a little -- a view from a little farther east in the wetlands area, and that's a view of the -- taken from further east, I say, showing the easement again and the restricted area, and putting their sign -- I mean, a visual perspective. The red line on the
left-hand side running at the telephone pole,
that is the line, the line of the utility poles,
which is the border line between the added
parcels and the original parcels to those 14
properties.

You can see how that happened, how that
occurs, how the Village's easement works in
this, if you'll turn to the next one, which is a
portion of the survey that Mr. Bull provided
with his wetlands application. And you can see,
when you superimpose the edge of the 20-foot
easement, the line in red, you can see that it
cuts about two-thirds, through two-thirds, and
leaves about two-thirds of Mr. Bull's shed on
the Village's property.

The next two pages we don't -- I don't
need to cover, because they really just show a
copy, a portion of the copy of the deed of
Mr. Bull's predecessor that includes the
restrictive covenants against any buildings of
any sort in that area.

The final one in the deck is this picture
here. It is a portion of a survey by Otto
Van Tuyl. You can recognize his style. If
you've ever looked at surveys around Greenport,
you can recognize his style of planning, and you can see three things. First of all, the property of the Sandy Beach Association running about the middle of the property left to right. The right-of-way is shown in orange. That's the 30-foot right-of-way that the residents have over each other's property to access their own property. And the yellow area was the 20-foot easement, which is restricted -- which is owned by the Village of Greenport. And then the property north of that, where you see Henry Tasker, my father's name written, that's the property that was deeded to him to be subdivided.

And, finally, a portion of the 1940 deed to the Village of Greenport for -- that was intended to be for a road. It wasn't recorded until 1945. Apparently, the Village had lost interest in the road. Whether that had to do with World War II or not, it's hard to say. But, at that point, Mr. Fordham wanted out of the lands that he owned.

There are several reasons why the wetlands permit shouldn't be granted, and I've already covered two of them. One is the fact that the
land is burdened by a restrictive covenant that
prohibits any building at all.

Mr. Bull built his shed in knowing
violation of the restrictive covenants. The
covenants were recorded. They show in the chain
of title. In fact, the deed itself to Mr. Allen
that I recited a portion of, his predecessor in
title, appears as a -- as a restriction in his
title report from the title company.

In fact, in a conversation with Mr. Bull
in the summer of 2016, he even gave me his
personal assurance that he knew about and would
comply with the restrictions against building
anything in that area, a trust that obviously
was not kept. Notwithstanding his knowledge and
his promise to me, in December 2016, Mr. Bull
surreptitiously constructed his shed in the
wetlands after the other residents had closed
their cottages and left Sandy Beach for the
winter.

In late December 2016, I brought the
Bulls' and Elliot's attention to the restriction
prohibiting their shed. They refused to do
anything about it. And as a result, I was
forced to hire attorneys to seek judicial relief
to enforce the restrictive covenant. There is now an action pending in Suffolk County Supreme Court against the Bulls and the Elliots for enforcement of that restrictive covenant.

Now, even though the Village of Greenport is not involved at all in this litigation, nor should it be, because it is a private covenant affecting the land, nonetheless, the Village should not act on this wetlands application while that action is pending. Perhaps it's not in the interest of the Village to approve this or any permit associated with this shed while the covenant is litigated.

Therefore, I respect that the Village Board -- respectfully suggest that the Village Board adjourn consideration of this wetlands permit application until the conclusion of the litigation. At that point, the Board can resume consideration of the application, if it is then warranted.

As I mentioned also that the Village -- another reason to decline this permit, to refuse this permit is because the shed is built on Village-owned property. As I said, his application falsely states that the shed doesn't
utilize Village-owned lands. As to -- but it
does, as to which the Village still possesses
unblemished title. The shed sits on -- squarely
on and trespasses on the Village easement
without any license or leave from the Village.
The Village easement is cited, is further
recited as a restriction on all of the
subdivision deeds to the Herbert Fordham parcel,
and it is with that -- with that -- that
knowledge is conveyed that way, so Mr. Bull
should have had knowledge of that easement as
well, if his attorney had done their work, or at
the time that he purchased the land.
The Village should not permit the Bull's
shed to trespass on land as to which the Village
has a deeded property interest. This wetlands
permit should be denied for this reason, and
Bull should be made to remove his shed from the
Village's property.
For another reason, Mr. Bull is not
titled to a special permit for an exception to
the Wetlands Code Section of Chapter 142. That
controls all wetlands activities to, "Provide
for the protection, preservation, proper
maintenance and use of its tidal marshes and
floodplain lands in order to prevent their
disturbance from the danger of flood and storm
tides, and to otherwise protect the quality of
coastal wetlands, tidal waters, marshes,
shorelines and beaches for their conservation,
economics, aesthetics and other public uses and
values."

I submit that permitting this application
to a property owner on Sandy Beach bordering
Stirling Creek to construct sheds or other
structures on the flood plains and tidal marshes
is a direct violation of the intent of
Chapter 142 of the code.

In my letter to you of several days ago,
for which, by the way, I apologize, one for the
tardiness of sending it to you on the eve of a
holiday, but I was engaged in client business
that took priority, I'm afraid, over my own, and
also for its length, but there's a lot to cover
in it.

So I've covered more specifically the
reasons why Chapter 142 militates against giving
a wetlands permit for this application.

Further, the application does not meet the
requirements of Chapter 68 for flood damage
protection. Mr. Saladino very much trumped anything that I would -- was going to be able to say on Chapter 68, so I'm going to adopt his comments as my own with respect to that part -- to that part of the code.

The applicant's failure to reply to the requirements of Chapter 68 -- it's required to make an application. He didn't even make an application, let alone have it -- have it reviewed or considered. Apparently, at the urgings of the applicant and his attorney, the CAC didn't want to consider Article 68 at all, as Mr. Saladino alluded to.

So, in conclusion, I'd have to say that there are sufficient reasons to deny Mr. Bull's wetlands application for any one of the four particular reasons that I've discussed. First, the litigation presently under adjudication arising from his intentional violation of a restrictive covenant; second, trespass on Village property by constructing his shed on the Village's deeded easement; third, by failure to satisfy the requirements of Chapter 142 for wetlands, floodplains and drainage; fourth, for failure to meet the requirements of Chapter 68.
for flood damage protection. Any one of those is sufficient reason to deny the permit. But when the four particular reasons are considered collectively, as all of the facts and circumstances should be, the Village Board should reach a conclusion to deny Mr. Bull's wetlands application in its entirety.

Are there any questions?

(No Response)

MR. TASKER: Thank you for your time.

TRUSTEE PHILLIPS: I'm sorry, Mayor. Did we -- could I just get clarification of Mr. -- Mr. Tasker, you're stating that you're in litigation at the present moment?

MR. TASKER: That's correct.

TRUSTEE PHILLIPS: Has the Village been notified of such action?

MR. TASKER: Why should they be?

TRUSTEE PHILLIPS: I'm just asking.

MR. TASKER: No, there's no reason, it's private litigation.

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

MR. TASKER: Thank you.

MAYOR HUBBARD: It was in his email the
day before Thanksgiving to us.

TRUSTEE PHILLIPS: I know, I was reading it, but I just wanted to --

MAYOR HUBBARD: Okay. No.

MR. TASKER: Yeah.

MAYOR HUBBARD: We're not part of it or anything, so that's a --

MR. TASKER: As I said, the Village is not a participant, nor should they be.

TRUSTEE PHILLIPS: Right. I just would like it publicly put on the record.

MR. TASKER: I said it.

TRUSTEE PHILLIPS: I know, but I asked you a question.

MR. PROKOP: Wait, I have a question.

MAYOR HUBBARD: Okay.

MR. PROKOP: Excuse me

MR. TASKER: Oh, sorry.

MR. PROKOP: This portion of a survey --

MR. TASKER: Yes.

MR. PROKOP: -- that --

MR. TASKER: I have the entire survey --

MR. PROKOP: That you submitted.

MR. TASKER: -- if you'd like to see it.

MR. PROKOP: So this is what you're
calling the Van Tuyl survey?

MR. TASKER: Yes.

MR. PROKOP: And the coloring here, was that added, the yellow and the orange?

MR. TASKER: I added those just for clarification.

MR. PROKOP: Do you have a copy of the survey without the coloring?

MR. TASKER: I believe I do.

MR. PROKOP: Okay.

MR. TASKER: And I can provide that. I will submit that as an addendum to my submissions to the Clerk.

MR. PROKOP: In your complaint against the four owners, you ask for determinations regarding the restrictions. Was it both restrictions, the 19 -- the 1940 restriction and also -- the 1940 easement and also the no-build covenant, or was it --

MR. TASKER: No, only the no-build covenant.

MR. PROKOP: Only the no-build covenant.

MR. TASKER: I'm not seeking relief on that basis at all, not the -- I'm not going to enforce the Village's easement.
MR. PROKOP: Right, okay. That's what --
that's what I was going to ask you.

MR. TASKER: Okay. I don't need them for
a client.

MAYOR HUBBARD: All right. Thank you.

MR. TASKER: Thank you.

MAYOR HUBBARD: Okay. Make sure there's
nobody else and then you can address us. Did
anybody else want to address the Village Board
on this? Okay, Ms. Moore.

MS. MOORE: I want to address some of the
points. With respect to Mr. Saladino's points
on the interpretation of the flood ordinance and
the building code, I will rely on architects and
the Building Department, not Mr. Saladino. I
disagree with his interpretation of the flood
ordinance.

We are complying with the flood prevention
by providing for the helical screws and the
venting. That's what the Building Department
stated they would be satisfied, that we would
comply with the Village Code with those
provisions, and we would rely on the Building
Department for that, not Mr. Saladino.

Another issue that was raised is that the
DEC, that somehow or another we are within the wetlands. That is incorrect. The DEC jurisdiction extends 300 feet from tidal wetlands. The survey was actually -- that's in your packet was flagged by Suffolk Environmental on August 1st, 2016, when this survey was prepared, which is a brand new survey, and it identifies a location of the wetlands, which is based on vegetation.

We are in the upland, as the Board accurately described. That is the proposal, is the shed in the upland area. It is not in the wetlands.

The DEC did send Mr. Tasker, contacted, or the Building Department -- somebody contacted the DEC. The DEC came -- sent a letter and said, "Next time get a permit," but it is not -- it's been resolved with the DEC. They just said, "Next time you come in and get a permit."

It is in their adjacent area, as they've -- as they define their jurisdiction. So it is -- their jurisdiction ends if a bulkhead was built prior to '77, if you exceed the 10-foot contour. Neither of those two
things exist here, so we have an adjacent area
and -- but, again, not in the wetlands. So I'm
correcting some of the testimony and allegations
with respect to that.

The Village easement, I know nothing of
it. Our survey doesn't show it. I don't
believe it ever appeared on any of your title
records. So that's something that we are not
aware of.

MR. TASKER: It's in the chain of title.

MS. MOORE: Thank you. It does not appear
on Mr. Bull's title documents, to our knowledge.
And so the fact that the -- even if there were
such an easement, it is an easement. It would
seem to me that the Village at some point might
have built a road had they wanted to extend the
road, a 50-foot road, the 20 that the owners
have and then an additional 30, so that it would
become a Village highway spec, which is 50 feet,
or 54 feet.

I don't know the purpose from 1930s, but
at that time you could fill land and you could
expand the Village as you chose, and this being
a possible road. I don't believe the Village
has any intention of expanding any of the roads.
And if there is such an easement, we could certainly provide insurance naming the Village as easement holder. It is what it is. If there's such an easement there, it would take Mr. Prokop and I a lot of time to figure out what happened to that easement, and was it ever effectuated, was it accepted by the Village Board? There may have been a deed, but was there a resolution accepting it? There's a lot of questions on that one, but that's all new here. It really has no relevance to this application.

And that's it. There is private litigation. Mr. Tasker brought litigation against both Mr. Bull and Mr. Elliot, the two properties that have sheds, and he's trying to get the Village to enforce what he is trying to get through a Supreme Court action. We'll see what the Supreme Court has to say with respect to the covenants, whether it's -- you know, it can properly be interpreted the way that Mr. Tasker wishes.

And, generally, covenants are enforced strictly as far as they are the opposite. They are not enforced strictly against an applicant.
They are -- the language is contrary to the conveyance of land. So covenants, the courts are very careful about enforcing covenants.

If there is any way of interpreting that covenant, since boat and docks and so on were permitted, clearly, a shed, a boathouse storage -- as you can see, it's the storage for the boats and the dock paraphernalia. So it certainly could be argued and the Court could certainly interpret that the shed is consistent with the dock that is permissible on the property.

So that, it will be determined by a court and it has nothing to do with the Village, and I would ask that the Village Board disregard that whole issue. So thank you.

MAYOR HUBBARD: Thank you.

TRUSTEE ROBERTS: May I ask a question?

May I ask a question?

MS. MOORE: Yes, sure.

TRUSTEE ROBERTS: I just want to clarify something you said. You said that this is -- the DEC has jurisdiction within 300 feet.

MS. MOORE: Yes.

TRUSTEE ROBERTS: And your contention is
that this shed is further than 300 feet away from the lot line?

MS. MOORE: Oh, no, no, no, no. It was within the DEC jurisdiction.

TRUSTEE ROBERTS: Okay.

MS. MOORE: They sent a letter saying, "Next time you build something, please contact us." They came, inspected the dock. The dock had permits, there were no issues. The shed should have gotten a permit from the DEC. The DEC has a choice of issuing a violation or issuing, you know, no further action is necessary. That's what they did, no further action is necessary, so --

TRUSTEE ROBERTS: But they did not issue a permit?

MS. MOORE: They can't do a permit after the fact. If the -- so there is usually a consent order in lieu of a permit, or, you know, that's no fines, nothing. It's just --

TRUSTEE ROBERTS: Okay.

MS. MOORE: It was resolved.

TRUSTEE ROBERTS: Thank you.

MS. MOORE: So, yeah.

MAYOR HUBBARD: Okay.
MS. MOORE: Any other questions?

MAYOR HUBBARD: All right. Thank you.

MS. MOORE: Thank you.

MAYOR HUBBARD: All right. Anybody?

MR. SALADINO: John Saladino, Sixth Street.

The first thing I would like to say, I offered no opinion. My opinion, I didn't offer my opinion. I read from -- from the International Building Code word for word, and I read from the organization that they use for building standards, which is the American Society of Civil Engineers Flood -- Flood Resistant Design and Construction Handbook.

So I didn't offer my opinion, unlike the applicant's architect, unnamed architect. Architects, how valid is an architect's opinion? They build houses. What do they know about floodplains? That's my opinion.

The other thing I would like to tell you is this is the warning letter from the DEC, and it says, "These are regulated activities within the department's tidal wetlands jurisdiction." So nowhere in the letter does it state that this is upland property. Anybody's that's familiar
with the area knows there is no upland property there, knows that the area is -- if you look at the survey, you'll see that even the wave action runs through the applicant's house, runs halfway through the applicant's house. So to consider that portion of the property upland -- so just to clarify it, I didn't offer an opinion.

MAYOR HUBBARD: Okay.

MR. SALADINO: I read, I read verbatim from the handbook. So thanks.

MAYOR HUBBARD: Thank you.

MR. TASKER: Arthur Tasker again. I'm astonished at the dismissiveness as far as the validity of the easement and so forth are concerned and whether or not it -- the Village's easement, and whether or not it applies to this land.

The same deed that was cited specifically in Mr. Bull's chain -- in his chain -- his chain of title, it was cited specifically, and his title report was recorded on Liber 3148 at Page 224 in Suffolk County, and this was the deed from Henry Tasker, my father, to Donald Allen subdividing the 100-by-600 foot lot, his portion to Donald Allen.
And he said the -- talking about the 20-feet strip immediately to -- on the southernmost portion of the 100-foot lot, reads as follows. It's a difficult-to-read copy, so you'll have to bear with me, if you will.

"Strip one adjacent to the aforesaid right-of-way," that's the 30-foot right-of-way that we've been talking about, "is conveyed subject to a street dedication to the Village of Greenport on June 27th, 1940," and recorded in Suffolk County at the page that I cited. And a right-of-way over the -- of 30 feet was considered to be added -- addable to the 20 foot that's recorded -- that's recited in this deed, because the idea was to build a 50-foot road to the point, which Herbert Fordham also owned and wanted to develop. Subsequently, that land became owned by the Village of Greenport through a succession of Herbert Fordham's heirs and then who so in turn sold it to the Village of Greenport. Thank you.

MAYOR HUBBARD: Okay. Anybody else wish to comment on the public hearing?

(No Response)

MAYOR HUBBARD: Okay. Just as a matter of
course, the way we normally do business, we take testimony for a public hearing. We do not vote on that at that month. We've gotten a lot of information between the emails, your paperwork and everything else. The Village Attorney and Village Administrator will be working on this. So I'm just going to offer a motion to keep open the public hearing, and we'll discuss this at our work session in December.

   TRUSTEE MARTILOTTA: Second.
   TRUSTEE ROBERTS: Second.
   MAYOR HUBBARD: All in favor?
   TRUSTEE MARTILOTTA: Aye.
   TRUSTEE PHILLIPS: Aye.
   TRUSTEE ROBERTS: Aye.
   TRUSTEE ROBINS: Aye.
   MAYOR HUBBARD: Aye.
   Opposed?
   (No Response)
   MAYOR HUBBARD: Motion carried.
   Thank you, everybody, for your input on this. And we're going to go over all the information, and we'll discuss it at our next work session. All right. Thank you.
   Okay. We have two continued additional
public hearings, they are open. The first one
was Section 9 and Section 18, the Multi Family
Dwelling, of Chapter 150. That has been posted.
We hope to have something together in print and
all for next month to discuss at the work
session and continue on that, if anybody had
additional information. I said we were going to
get out there. We've had a lot of other things
going on. We have not gotten anything out on
that. So we will deal with that next month.

The Proposed amendment to Chapter 118,
Subdivision and Merger of Land, I believe that
was posted, and that's on the Village website.
There was a question that came up at our work
session. Trustee Roberts stepped out for a
moment.

Joe, we had the question on if somebody
bought six pieces of land and wanted to take
them down, could they take the six pieces of
land adjoining each other and build a mansion on
it with the way this is written, or is it
specifically one vacant piece of land next to an
improved piece of land, if I'm saying that
properly?

MR. PROKOP: Right. So it would be -- I
mean, it's a case-by-case basis. But, generally, if you have adjoining pieces of property combined, then the things like lot coverage restrictions would be cumulative on -- and it would double whatever, whatever based on the square footage of the properties, the two combined properties.

TRUSTEE PHILLIPS: In other words, you're saying the building envelope --

MAYOR HUBBARD: Okay.

TRUSTEE PHILLIPS: -- would be larger?

MR. PROKOP: The building envelope would be larger.

TRUSTEE PHILLIPS: That's what I thought.

MAYOR HUBBARD: Right. So if you bought three pieces of property, you could triple the size of the one building that was on it, provided it still fit under the lot coverage. There's no restriction on how many pieces of land you could go and purchase and tie them all together.

MR. PROKOP: Right. And it would still be subject to setbacks and things like that, which limit it. It might not exactly be three times, but it would be larger based on the increased
lot size, yes.

MAYOR HUBBARD: Okay. Did you hear that, Doug?

TRUSTEE ROBERTS: I'm sorry.

MAYOR HUBBARD: All right. We were talking, the question you had at the work session, could you take six pieces of land and merge them all together and put it on a big pieces of property. The Village Attorney said yes, you would be able to do that, under the restrictions of lot coverage and size and setbacks.

TRUSTEE ROBERTS: Okay.

MAYOR HUBBARD: Okay. That was just a question we had, so it was still open. So that is -- that's your answer on that.

MS. MOORE: I have a comment about this public hearing. Are you taking comments?

MAYOR HUBBARD: Yes.

MS. MOORE: Okay.

MAYOR HUBBARD: Yeah.

MS. MOORE: Are you ready to take comments?

MAYOR HUBBARD: Yeah. I was just explaining where we were and everything else.
Go ahead. Mr. Tasker was up before you, so.

MR. TASKER: That's all right. May I --

I'm sorry.

MS. MOORE: That's okay.

MR. TASKER: May I briefly? My understanding, and I don't have the text of the proposed -- excuse me -- the proposed ordinance to me -- available to me, but it was my understanding that the purpose was to conjoin substandard lots, and that once a substandard lot has been -- had been conjoined with another lot so that it became standard, it is no longer available -- it is no longer able to be conjoined with yet another lot.

So I don't see how that can pyramid into six lots being jammed together, because you take the first substandard lot and merge it with either a standard or a substandard lot, and that's it, it is now one standard lot. Can't be conjoined to anything else, can't be merged with another lot. That's how I understood the language to be written. I don't have a copy of it in front of me, but I think it should be inspected for that purpose to make sure that this snowballing cannot be done. Thank you.
MAYOR HUBBARD: Thank you. Was that correct, Joe?

MR. PROKOP: So the answer is there's currently provision in our subdivision law which prevents or precludes the combination of lots by merger, intentional merger. And what one -- there's two aspects of this proposed law. The second aspect would remove that prohibition. So the proposal is to remove that prohibition which would allow the intentional merger of lots. The other, the other portion of the proposed law is to have an automatic merger for zoning purposes of nonconforming lots. So if there's two lots side by side that are owned by the -- at least 50% by the same common owner, if one of them is substandard, then it would -- for zoning purposes, it would merge with the adjoining, the adjoining property.

MAYOR HUBBARD: Okay.

MS. MOORE: You're standing, I'll wait.

MAYOR HUBBARD: Okay. But you were there, you started to get up.

MS. MOORE: I'm being courteous, it's okay.

MAYOR HUBBARD: That's fine.
MR. SALADINO: John Saladino, Sixth Street, again.

I expressed how I felt about this with building envelopes and lot size.

The other thing I would ask is I just can't get my head around how -- first of all, how this wound up on the Mayor's desk. Someone comes to the Building Inspector, the Building Department to merge a lot, and it was explained by Mayor Hubbard that you have two people that are interested in doing this. I just can't get my head around changing the code to accommodate two people, especially when there's a remedy in place already, it's called the Zoning Board of Appeals.

I mean, if somebody wants to do this, we have a -- we have a provision in our code that says you can't merge lots, and the remedy for that is to go in front of the Zoning Board and state your case to the Zoning Board at a public hearing for the public, for public scrutiny, for public comment. And the Zoning Board, hopefully, would come to a decision that would accommodate what's in the best interest to the Village.
So now you're going to change the code because you have two applications in front of the Building Inspector that want to merge lots. I just -- I just don't understand it. And that's in addition to all the other things. I'm saying do we really need -- the way I read the code change was that a substandard lot would automatically be joined to an adjacent standard lot. Am I kind of getting that right?

MR. PROKOP: Yes, that's right.

MR. SALADINO: So, in response to what Arthur is saying, what if there are two substandard lots next to an adjoining standard lot, a 7500 square foot lot, and that property owner owns in entirety a 4500 square foot lot next door and a 7,000 square foot lot on the other side? They would automatically be joined, if I'm reading the code change correctly. And that could also pyramid.

I mean, I don't know an area in the Village where there's four or five substandard lots surrounded by a standard lot, but I'm sure -- I'm sure for somebody to ask for this code change, perhaps that might be what's going on. I don't really know, because they haven't been
identified. The properties haven't been identified, which I kind of thought might have been shared with the public to voice an opinion about that. Now it just becomes as-of-right.

You guys know how I feel about changing the code.

MAYOR HUBBARD: Uh-huh.

MR. SALADINO: I don't think you should change the code because somebody walks in the Building Department and asks you to do it. I just -- I don't think that should happen. If it serves the majority of the residents, if it's -- if it's needed, if it's outmoded, we just passed the subdivision law three, three years ago.

It's not like it was from 1949 that Arthur's talking about, you know, it's from three years ago.

MAYOR HUBBARD: Right.

MR. SALADINO: So I assumed it was well thought out, you know, and well vetted. Thanks. Thanks for listening.

MAYOR HUBBARD: Okay. Let me just get a clarification on this. From -- when I asked about this, let's send it to the Zoning Board of Appeals, and the interpretation the Village
Administrator will give you, that it does not go
to the Zoning Board of Appeals, there's no
place, no mechanism for that to happen. So I'll
let him explain that.

MR. SALADINO: It's a zoning variance.

MAYOR HUBBARD: Well --

MR. PALLAS: Because it's in Chapter 118,
it's my understanding that you can't give a
variance on anything but Chapter 150. That was
my understanding. This is in Chapter 115. So
you can't give a variance to merge lots.

MR. SALADINO: Well, that's not true,
because Chapter 68, relief from Chapter 68, the
floodplain law, goes to the Zoning Board, if you
read the law.

MR. PALLAS: Right. By law, right, it's
spelled out in the law that that's the case,
correct. In the code?

MR. SALADINO: Well, it says as in the
code.

MR. PROKOP: I think that's correct.

MR. SALADINO: That's what it --

MR. PALLAS: But in 118, I don't think
there is that relief spelled out.

MR. SALADINO: Well, perhaps the easier
code change would be to revise Code 118, that somebody that requests this should go to the Zoning Board, or to the Planning Board, or to you guys. You know, it's not like I'm looking for work here.

MAYOR HUBBARD: No.

(Laughter)

MR. SALADINO: For people that don't know it, I'm on the Zoning Board. You know, I'm not looking for additional work. It's just -- it just shouldn't be as of right.

MAYOR HUBBARD: Right. When this --

MR. SALADINO: The public should have input.

MAYOR HUBBARD: Yeah. When this all started, I said let them go to the Zoning Board, let us take care of it that way, so that we don't have to go and change the code. And there was no mechanism the way everything is written right now for it to go that way. That's why we ended up at this point of where we are, because I said, well, that could take months. I said it doesn't matter to me if it takes months. If that's the mechanism we have, let them go through that way, and I was instructed that it
cannot be done that way. So I'm just trying to clarify. That's why we're here now, because there's nothing in our code that would allow for the Zoning Board to rule on that as is.

MR. SALADINO: Well, that would seem like an easier code change than this.

MAYOR HUBBARD: Well, then that's why we're taking input. That's what we're trying to do to solve the issue to make sure it's done properly, that's all. Thank you.

MR. SALADINO: Thank you.

MAYOR HUBBARD: Okay. Go ahead.

MS. MOORE: Thank you. Mr. Saladino, I agree with you.

(Laughter)

MS. MOORE: Write down -- put that in the calendar.

No. Actually, I don't know if my client's application was one of them. We had a situation where my client owns a house, had an adjacent parcel and they wanted to merge the two properties. They were -- just to build an addition, a small addition, porch addition to the house, and that's when it was discovered that the code doesn't allow you to do it.
When I read it, I thought, oh, a lot modification, a lot line change from the Planning Board seemed to be an easier method than to get a variance or -- because if I went to the Zoning Board, it was being addressed as a use variance or something, which would be crazy to have to go for a use variance, because that would be an extreme economic hardship argument at the Zoning Board of Appeals.

A simpler process would be in the code provision that does not allow the merging, to allow it to be reviewed by, for example, the Planning Board in a lot modification, lot line modification.

The other -- before Mr. Saladino spoke with respect to that issue, my concern when I read the code was it doesn't differentiate between improved properties. So if you had -- and, clearly, that's not the intent. When you have two homes, let's say that they're both nonconforming, preexisting nonconforming, and they're owned in the same name, your code does not distinguish between whether or not they -- if they're owned in the same name, do they merge. That's clearly not the intention, but
the code doesn't -- did not address that. And I
know that that is through the Southold Town
Zoning -- Zoning. They've had a lot of years of
issues with mergers, and when does it occur, and
when does it not occur, all of the hardships
that can occur inadvertently, because people
have owned property in adjacent properties
believing that they would never merge. All of a
sudden your change to the code would be quite a
surprise that some people won't learn of it for
10, 15 years from now.

So it is a real hardship when you make
such a drastic change, and maybe a small
incremental change to that provision that
prohibits the merging of property to give some
relief. That clearly is necessary, because very
simple, small land merging that really doesn't
change the character of the neighborhood, it's
still a relatively small lot, is -- would have
been welcome, but it created a -- the code
prevented it. So thank you.

MR. PROKOP: Are you talking about the new
code?

MAYOR HUBBARD: Thank you.

MR. PROKOP: The new code or the existing
code?

MS. MOORE: No, the proposed.

MR. PROKOP: The proposed code says that --

MS. MOORE: Did it say vacant? Because --

MR. PROKOP: No. It says that if two -- if the two adjoining properties, nonconforming properties are improved, then they don't merge. It's only --

MS. MOORE: Oh, that wasn't --

MR. PROKOP: It's only where one of them is not.

MS. MOORE: Oh. I pulled up the code and it didn't -- I didn't see that.

MR. PROKOP: Okay. We'll get you a copy.

MS. MOORE: So maybe it was my mistake.

MR. PROKOP: Okay.

MS. MOORE: Thank you.

MAYOR HUBBARD: All right. Thank you.

Anybody else wish to discuss this?

(No Response)

MAYOR HUBBARD: All right. We're going to, you know, take the comments tonight. We'll work on putting a final draft together so everybody can see what it is. If we're going to
go that way, we may go the op -- the different
way of just modifying a section of it, so that
there is a way to go and send it to Planning
Board or Zoning Board. Let's do some paperwork
on that and circulate it around between us
and --

MR. PROKOP: Okay.

MAYOR HUBBARD: That's -- both of these
have been on our agenda for a while. I'd like
to get them wrapped up so we can move on to
other things. Okay? Thank you.

All right. At this time, we'll open up to
the public that wish to address the Board, any
topic. Go ahead. Yeah, come on up to the
podium. Just name and address, and it's all
yours.

MS. BOSWORTH: Okay. Hi. I'm Rachel
Bosworth, 417 Main Street. Thank you for
allowing me a few minutes to speak tonight.

I live in an apartment on Main Street. I
am also a freelance writer and communications
consultant that works from home. I would like
to share my views on parking solutions for both
residents and tourists.

It's no secret that Greenport Village has
been discovered and will only grow to become
more of a destination. Media outlets
continually cover the area, most recently the
New York Times, which included Greenport in its
roundup of places and reasons why people are
making the North Fork their permanent home. As
a community, we must be doing something right.
That being said, there is a growing concern
among residents and tourists as well in regards
to parking.

I recently read a story in Suffolk Times
about a proposal to create more time-limited
parking in the Village. The total, I believe,
is around 20 spaces. I do think this is an
important discussion to have now, and am happy
to hear the Board is discussing these various
options. I think it is also very important to
include solutions for residents in these
discussions as well.

Speaking to other renters on Main Street
and Front Street that do not have access to a
driveway or parking spaces through our
buildings, I have found there is a common
concern about what we will do when the summer
months come.
Many residents also work in the Village and there is a substantial need for long-term parking. These are some of the concerns from fellow residents.

Long-term parking is neither identified, reserved or readily accessible to residents. Parking is geared more toward accommodating tourists that are only here for a short time, rather than the people that live here year-round. It is difficult to find long-term parking, and when a spot is found, it is usually in residential areas further away from the heart of the Village. Residents on side streets in residential areas seem to be upset with cars parking in front of their homes and near their driveways. When shopping elsewhere such as Riverhead, or loading, unloading the car, it is difficult when having to park further away.

A solution proposed by many of these people, myself included, is to have resident parking stickers that would allow residents to park in the Village without time restrictions and/or central lots that are clearly marked as resident-only parking. A possible location could be the municipal lot next to the IGA. I
have noticed the parking area where the farm
stand used to be is now vacant and people have
been parking there. Perhaps this could be used
as part of a resident -- resident-designated
lot.

There also needs to be a solution to
accommodate the influx of tourists. With the
new hotel scheduled to open next summer with 16
rooms, plus a restaurant with no parking, there
will be a need to have parking available for
them as well, possibly long-term. There are a
couple of viable options.

One, in the Suffolk Times article, Trustee
Roberts mentioned a parcel on the north side of
the railroad tracks that could possibly be
converted into 15 spaces, which would be great.
There's also the old turnstile that is there
that has not been maintained, is covered with
leaves and debris. There may be a possibility
to convert that space into additional parking as
well.

On the eastern side of the high school,
there's a parking lot with somewhere around 100
spaces that is vacant in the summer. If this
space could be leased from the school, these
spaces could be used as a paid parking area. This would bring money to the school and the Village. At a modest $10 per day, or another price deemed appropriate by the Village, tourists, hotel guests and B&B guests could park here and take a free shuttle from that lot to the bus stop next to the IGA. This could provide stress-free parking for visitors and raise a significant amount of money as well, covering these various costs, plus making a profit.

The Village has been making many great improvements and I think it will only get better. These solutions have proven successful in other towns as well, including our neighbors on Shelter Island that are issued parking permits that allow them access to more areas during the summer months. I feel the solutions for residents are so important, as we live and work here year-round and keep the local economy going in the off season. Solutions for tourists are equally important, and I think a combination of the two would benefit the community.

If the Board is interested, I am happy to discuss this further at another time. I
appreciate this opportunity to speak and what you are doing to better our community. Thank you.

MAYOR HUBBARD: Thank you.

MS. ALLEN: I'm not mad at you tonight.

TRUSTEE ROBERTS: I didn't say anything.

(Laughter)

MS. ALLEN: Chatty Allen, Third Street.

Yes, we do have a parking issue. Where the farmers market used to be, what is that, 20 spots? We got a lot of people that live in the downtown area. I'm one of them, okay? I have a lot where I'm supposed to park and people park in my spot, okay? We deal with it. I know what it's like trying to carry, as a disabled person, trying to carry blocks with groceries.

A solution for a resident-only area, we don't have spaces large enough to figure out, because we're going to lose all our parking in the downtown area if we assign it just for people that live down there. And I know it's being talked about, about putting more housing over the stores in the area, which makes the parking even harder.

As far as the turnstile, yes, I had an
audible gasp to that. I grew up here. We cannot touch that turnstile, okay? Go and do your history on it. I'm not going to go into it, but that's why I had a reaction to it. That's a part of my history growing up here.

The school is another hot button for me. There are three residential roads leading to the school parking lot. I have family with small children that live on those roads. I don't want to see traffic there going through. And then it comes down to who actually is going to take care of that parking lot? That parking lot is a mess. Is that going to be the Village's responsibility now to pay for this? Those are the kind of things we have to think about before things get thrown out there.

Yes, we do need to come up with a solution, we do need to figure out better ways. Trying to give more of the half-hour parking for someone like myself to run to the drug store or to go to IGA, someone that's older that can't walk very far, having a 30-minute spot, which this summer seemed to have worked just on the few spots where it was. You know, this just started, you know, a year-and-a-half ago. It
takes time to put things into motion.

Like I said, parking is a hot button issue. You know, I came home from the doctors, I had gone shopping, someone was in my parking space. I ended up parking over by IGA and having -- my stuff had to stay in my car until that night. You know, it is a pain. It's one of the drawbacks living down there, living in the Village, trying to find someplace to park.

I don't know if I agree with a resident-only sticker or a resident-only parking space, because you're going to get locals who will be more outspoken than myself, maybe not here, but online, if the people that live on Main and Front, which I'm part of Front, get their own special parking area, than someone that lives on Fifth Street, or Sixth, and they're like, "Oh, the resident lot is totally filled, we can't park there now." We got to come to a happy medium somewhere.

Yes, I'm hoping it goes through, things work out with the railroad to clear some of that, maybe even clear more on the south side of the tracks. You know, I look at that every morning and every afternoon when I go past three
times a day and say, yeah, I can see where we
could ch, ch, ch, ch, you know, and you
start calculating the cars angled in. You know,
I don't know how far you could go with the
railroad right there. But sometimes we have to
also look at our history before we put ideas
out.

Thank you.

MAYOR HUBBARD: Thank you. No, go ahead.

MS. FRANKE: So I just want to say -- oh,
sorry. I'm Kelly Franke. Hi. I live at 123
Main Street in Greenport. So that's as downtown
as it gets. It's on the corner of Front and
Main. It's traditionally known as the Mills
Building. And I talk to all my neighbors in my
building and other friends I have that live in
the Business District of Greenport, and I agree,
we got to figure out something.

My big thing is that I can't park on the
street long term, I can't park at Claudio's.
And my issue is that I keep getting tickets. As
much as I'm trying to be diligent about moving
my car, it's like I don't know where to put it,
so I often on Bay Avenue, which is fine.

But I just think the idea of -- I just
would like to put in that I know that me and my neighbors would really be in favor of a sticker situation, whatever that would be, just to kind of say like, "Hey, please, I live here, please give me a little bit of courtesy," say I'm loading my car, or just whatever it is.

That's it. Yeah, sorry. Short and sweet. But I just want to put in my support for some sort of solution for those people that live right in that downtown, because it's just very congested, and we're getting penalized. And it's like I've been to -- I've had to deal with about like five different tickets I've gotten. And, you know, I'm not trying to like park there longer than I have to, but it just happens, and like I live there, so it's really hard to get around it.

And I just -- I was noticing a lot of different articles and talk about tourists parking, and I just hadn't seen and heard any conversations even started about residents in downtown Greenport. And if I missed one of those conversations, then I apologize. But I just think that -- and, again, I know that you're not happy over there, but if we could
find a middle ground somewhere, just it would be
great and really, really appreciated. And thank
you for hearing me out. That's it.

    MAYOR HUBBARD: Okay.
    MS. FRANKE: Thank you.
    MAYOR HUBBARD: Thank you. I think it's
very good that everybody's having the
discussion. We all realize there's an issue and
a problem and we're trying to come up with
solutions. And everybody's input is beneficial
to us all, and we're going to work on trying to
do something with it, so.

    MS. DINNI GORDON: Dinni Gordon, 152 Sixth
Street. This is a complete change of subject,
and really just an announcement.

            Our little group, One Greenport, is going
to make a contribution to the Saturday evening
festivities, where through the restaurant,
Tikal. Helen, the proprietoress of Tikal is
providing Mexican hot chocolate and bunuelos
starting about 5 o'clock. It sounds as though
there may be more people than we can handle.
But, at any rate, that's our contribution to
this, what sounds like a wonderful event to
introduce the holiday season. So I just wanted
to announce that.

MAYOR HUBBARD: Okay. Well, thank you very much for your contribution.

MS. ELKIN: Hi. Bridget Elkin, 912 Main Street. I will keep this short tonight, and maybe come back next meeting, because I know we've had a lot of talk.

But in a somewhat related note to parking, I have seen all the wonderful work that's been done on the streets, and we've put a lot of resources towards that, and it looks really fantastic, and it happened pretty quickly, so thanks for all of that. But a solution to something that doesn't require maybe as much resources that I and some other residents are concerned about is the speed limit in the Village.

I -- my husband and I just purchased a home on the corner of Bridge and Main, so not too far. And I have handouts. You guys know this well, but I'll leave this with you.

MAYOR HUBBARD: Thank you.

MS. ELKIN: So this summer I did some conferencing with the Southold Town Police, because I just wanted to get an understanding of
whose jurisdiction that this is. And I know it's a little confusing, because from basically the high school to where I live on Bridge and Main Street is the Village's -- is the Village, and then after that there's about .2 miles that is the Southold Town.

We had an officer come and sit for a little while to observe. Officer Flatley observed about 200 cars five times, which on some days could be as little as five minutes. So he agreed that it wasn't a big enough sample size. But the point here is that most -- that a lot of drivers are driving about 40 miles per hour, sometimes faster.

On Front Street, where like Mitchell Marina Park is, sometimes it's easier to control traffic, because we have -- you know, we put up those cross sides -- those crosswalk signs which help a lot. And it's narrower and more congested, so you have to drive slower. If you drove 30 past Aldo's, you'd look crazy. Yeah, the speed limit is 30 miles per hour.

So, in general, I just think that this is something that we could and should be supportive of. And it turns out that just across the pond,
Sag Harbor and East Hampton were able to last year drop their speed limits from -- first, they dropped it to 25, which they saw was not very effective. Twenty-five is pretty much the same as 30 when it comes to making a change in a community. And they worked with their Assemblyman and Senator LaValle to lower it to 20. And I've spoken to both Boards, and waiting to hear back from the Assemblyman and what we can do, and they seem open to helping us.

And it turns out that we have to -- what they had to do is name certain streets that would, we feel as a Village, benefit from lowering the speed limit. Of course, Main and Front seem like the obvious ones. I'll leave it up to you guys to decide if there's other ones that should change with them.

But, again, I think I, for one, can say that there are times when I'm pulling out of my driveway or walking, and this is a walking village that we want to preserve, or Historic -- the Historic Society wants to preserve people -- what we're looking at. It's good for businesses if we slow down a little bit.

And just to put it in perspective,
changing it from 30 to 20, if someone's commuting from, let's say, the ferry, getting off the ferry at Shelter Island down to 48, if you're going 30 versus 20, that's just a minute slower in that one-mile commute. So I think, you know, it's not too much to ask for those that are commuting. I know some people that do use it for those purposes. But, at the end of the day, we have to make a decision whether we want to be throughfare or if we want to be a walking village and kind of preserve that character.

So, again, I don't want to take up too much time, but I just kind of wanted to open it for discussion, and, hopefully, we can have conversations down the line. Thank you.

MAYOR HUBBARD: Thank you.

TRUSTEE ROBINS: By the way, I do want to mention also that I believe New York City has lowered their speed limit to 25 now, too.

TRUSTEE ROBERTS: They did.

MS. ELKIN: That was actually the catalyst, yes.

TRUSTEE ROBINS: So, I mean, you know, I don't know how they enforce it, but they have
gone that direction for pedestrian safety.

So --

MS. ELKIN: And that was the catalyst, according to Assemblyman Thiele, who is the district in Sag Harbor and East Hampton, said that was really what started their conversations around it, and they have seen tremendous -- just everything. All the villages are very happy over there after the change, so.

TRUSTEE ROBINS: Thanks for your comments.

MS. ELKIN: Yeah.

TRUSTEE ROBINS: I appreciate it.

MAYOR HUBBARD: Thank you.

MS. LINDA GORDON: Good evening. Linda Gordon, 218 Fifth Street.

I just wanted to -- I know you said that next month you'll have more on the rental law. But I hope you do pass it, because it's like way overdue. And there was a -- I just wanted to read this one thing. It was a suggestion made by a Trustee.

"The existing Village Code should be tweaked to provide a process that would allow the Village to inspect rental apartments. Legally, the Village can't do that without an
owner's permission, but if owners had to agree
to inspections in order to obtain permits for
their accessory apartments, better enforcement
might follow."

That was a quote by -- from Trustee
Phillips, and that was 2010. So --

TRUSTEE PHILLIPS: Linda, I'm sorry.

MAYOR HUBBARD: Okay.

TRUSTEE PHILLIPS: You realize last month
we passed the rental permit law.

MS. LINDA GORDON: You did?

TRUSTEE PHILLIPS: Yes, ma'am.

MS. LINDA GORDON: Okay. I was away.

(Laughter)

MS. LINDA GORDON: Okay. So now maybe we
can -- then maybe then we can move on to the
enforcement, as this -- and that's where I was
going with mostly, was that I'd like -- on the
top of this article, "Village Needs Enforcement,
Not New Codes," and that was -- it's always been
my concern, is in terms of codes being enforced.
Like who's going to enforce the new rental law?
Who's in charge? Who's going to do this? I
mean, is it the --

TRUSTEE PHILLIPS: Just --
MS. LINDA GORDON: -- the enforcer, the enforcement?

MAYOR HUBBARD: Right. Well, we have the Building Inspector that we have now, we have a Code Enforcement Officer part-time, and we just brought on a new person that's going to be training to be a Code Enforcement Officer. So we'll have 2 1/2 people that will be doing that.

Just to clarify, have we heard back from the State on the adoption of that law? Have they accepted that and gotten a number on it yet?

MR. PALLAS: Yeah.

CLERK PIRILLO: I believe so, yes, but I'll double-check that.

MAYOR HUBBARD: Okay. So once we pass a resolution here, we pass a law, then it goes to the State for them to certify it, and that usually takes three to four weeks for them to get back to us saying now it is in effect, and then we could start enforcing it. And I believe we just learned this past week that we did get that back from the State, so now we'll ramp up and start doing the inspections and sending letters out.
MS. LINDA GORDON: Okay. And I wanted to ask if there's any movement on accessory buildings becoming rental options, since we're -- the Village has limited rentals. I know that there -- they already exist. And I just wondered if this was something that the Trustees would be looking at, and possibly discussing or putting into -- into motion, because they do exist, and they don't have permits. And --

MAYOR HUBBARD: Right. At this time right now, we have no -- nothing in the plans on that, but it's something that can be discussed in the future.

TRUSTEE ROBERTS: I'm sorry, Mr. Mayor, but didn't -- we got a draft of a law for waterfront commercial accessory. Where is that?

TRUSTEE PHILLIPS: No, we didn't.

MAYOR HUBBARD: Which was that, that's --

TRUSTEE ROBERTS: It was -- the Board was sent a draft of a potential law for waterfront commercial accessory apartments, right, changing -- am I making this up? I don't think so. I'm sure --

TRUSTEE ROBINS: Are you talking about separate buildings or apartments?
MS. LINDA GORDON: Separate buildings.

TRUSTEE ROBINS: Separate buildings like sheds and --

MS. LINDA GORDON: Right, like --

TRUSTEE ROBINS: Yeah.

MS. LINDA GORDON: Yes.

MAYOR HUBBARD: Converting your garage into an apartment, or whatever.

TRUSTEE ROBERTS: No.

MS. LINDA GORDON: Converting garages or --

TRUSTEE ROBERTS: Okay. We did not receive a law for that, but we did get something about --

MR. PROKOP: No, but the proposal --

MS. LINDA GORDON: I think there is something in -- I think a commercial building has something like that.

MR. PROKOP: Yeah, multiple-family.

TRUSTEE PHILLIPS: That's the multi-family

MR. PALLAS: Part of the multi-family.

TRUSTEE ROBERTS: Right, okay. Yes, thank you.

MAYOR HUBBARD: That's multi-family dwelling. That's Section 9 and Section 18 of
1 Chapter 150 Zoning.
2 TRUSTEE ROBERTS: Right, okay.
3 MAYOR HUBBARD: That's --
4 TRUSTEE ROBERTS: That we're working on
5 for next month.
6 MAYOR HUBBARD: Yes.
7 TRUSTEE ROBERTS: Got it.
8 MS. LINDA GORDON: All right. I just
9 would like you to maybe look at that, and maybe
10 we'd have more space, provide more space for the
11 citizens. Thank you.
12 MAYOR HUBBARD: Thank you.
13 MR. DINIZIO: Hi, good evening. It's Jim
14 Dinizio. I'm in unincorporated Village of
15 Greenport.
16 I'm here tonight because I was here a few
17 weeks ago and I wanted to apologize for the way
18 I acted. I let my emotions get way out of hand.
19 And for any discomfort that I caused any of you,
20 I sincerely apologize.
21 And to you, Mr. Roberts, you handled it
22 like a champion, quite honestly, and I don't
23 think that I would have been able to muster the
24 ability that you showed that night. So with
25 that all said, I apologize.
I'd like to also -- as you know I ran for Councilman and I won, so I'm here for another four years -- offer that perhaps I come every month, or at least be at your call on a work session maybe once a month to discuss what we have discussed at our Boards, so that we could get a little bit more communication going.

I think the meeting with -- I had meetings with Mr. Roberts, you know, and other people. It doesn't seem to work out. I think if we have discussions in public, with the public, they can understand what we're discussing, and, also, it keeps us a little bit more on our toes.

There are plenty of things that the Town and the Village need to work on, you know, not the least of which, in my opinion, is our Police Force and getting them accredited. I've been walking around, I've been saying this for the past six months. I know it's really dull stuff, but it's important. And I would hope -- I'm kind of hoping that you can help me in that respect. Probably not going to happen this year because it's not in the budget, not for lack of trying, but more for lack of interest. But if we're going to have our Police Officers out
there knocking on doors in the middle of the night, with people on the other side yelling and screaming or hollering, we want to make sure that they have the proper tools to do that job.

So I pledge that I'll come here once a month and, you know, whatever we have I'll bring to you. Certainly, you're more than welcome to call me any time, and let's see if we can get this thing going.

So, again, I apologize, and thank you very much for listening to me.

MAYOR HUBBARD: Anybody else wish to address the Board?

(No Response)

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

I'll offer RESOLUTION #11-2017-1, RESOLUTION adopting the November 2017 agenda as printed. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

I'll ask Trustee Roberts to --

TRUSTEE ROBERTS: RESOLUTION #11-2017-2,

RESOLUTION 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 PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #11-2017-3,

RESOLUTION authorizing the attendance of Trustee
Julia Robins and Village Administrator Paul
Pallas at the NYAPP Annual Winter Conference on
January 17th and 18th, 2017. I think that would be 2018.

TRUSTEE MARTILOTTA: I believe so.

MAYOR HUBBARD: Yes, it would be.

TRUSTEE PHILLIPS: Yes.

CLERK PIRILLO: Yes.

TRUSTEE ROBINS: January 17th and 18th, 2018 in Albany, New York, at a conference fee of $235.00 per person and a room rate of $149.00 per night per person, plus all applicable travel and meal costs, to be expensed from account number E.0782.000 (Management Services). So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye. 

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution #11-2017-4,
RESOLUTION authorizing the issuance of a Request for Proposals for Architectural/Engineering Design Bidding and Construction Administration and Inspection Services related to the Village of Greenport Micro Grid project, and direct Clerk Pirillo to notice the Request for Proposals accordingly. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #11-2017-5, RESOLUTION whereby the Board of Trustees of the Village of Greenport hereby ratifies and approves a memorandum of agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Village of Greenport Unit regarding the terms of a collective bargaining agreement covering the period of June 1st, 2017
through May 31st, 2021. So moved.

TRUSTEE ROBERTS: Second, and discussion.

MAYOR HUBBARD: Sure.

TRUSTEE ROBERTS: I just want to briefly say we have some really great people who work for this Village. And I especially want to thank Deputy Mayor Martilotta, and the folks on the Union side, like Doug Jacobs, and Derryl Baumer and Pete Manwaring for -- this was headed down a bad path, and I want to thank you guys for taking it off that bad path, sitting down, having a cup of coffee and figuring it out the way Greenporters do. So great job, and I'm really glad we're doing this.

MAYOR HUBBARD: Any other discussion?

TRUSTEE PHILLIPS: I think Trustee Roberts should also, or we also should acknowledge that Village Administrator Pallas had a major hand in helping the sides come to a mutual agreement, along with our Village Labor Attorney --

CLERK PIRILLO: Lamb and Barnosky.

TRUSTEE PHILLIPS: -- Lamb and Barnosky. I think they also worked very hard on creating an agreement that for the first time since I -- I'm on my third term. And I'm sure the Mayor...
will agree with me, that this was the quickest
I've seen it got accomplished.

TRUSTEE ROBERTS: In fairness --

MAYOR HUBBARD: Good job by all.

TRUSTEE ROBERTS: -- the Attorney was
pushing us toward mediation, so -- and great
job, Paul. Thank you. I'm sorry I left you
out.

MAYOR HUBBARD: Okay. Any other
discussion?

(No Response)

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #11-2017-6,
RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #3755, to fund
the repair of the Railroad Dock, and directing
that Budget Transfer #3755 be included as part
of the formal meeting minutes of the November
27, 2017 regular meeting of the Board of
Trustees. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #11-2017-7,

RESOLUTION authorizing Treasurer Brandt to
perform attached Budget Amendment #3756, to fund
the inspection and repair of the Radio Tower,
and directing that Budget Transfer #3756 be
included as part of the formal meeting minutes
for the November 27, 2017 regular meeting of the
Board of Trustees. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #11-2017-8,
RESOLUTION authorizing Mayor Hubbard to execute
the attached Third Party Custodian Agreement
between the Village of Greenport, People's Bank

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #11-2017-9,
RESOLUTION authorizing the issuance of a check
made payable to Paul Pallas as Village
Administrator, in the amount of $1,000.00, to be
used to set up the required cash drawer and
banks for the operation of the Village of
Greenport ice skating rink. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: Let the skating begin.

TRUSTEE ROBERTS: Yes. RESOLUTION

#11-2017-10, RESOLUTION approving the Public
Assembly Permit Application submitted by United
States Power Squadron District 3 for the use of
a portion of Mitchell Park, from 9 a.m. through
11 p.m. from July 26, 2018 through July 29, 2018
for the annual District 3 Rendezvous. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #11-2017-11, RESOLUTION authorizing Clerk Pirillo and Treasurer Brandt to attend the New York State Government Finance Officers' Association Long Island Holiday Seminar from 1:00 p.m. through 6:00 p.m. on November 30th, 2017 at The Fox Hollow in Woodbury, New York. The $85 per person fee, plus applicable mileage costs, will be expensed from account numbers A.1325.004 (Treasurer Contractual Expense) and A.1410.004 (Clerk Contractual Expense). So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #11-2017-12, RESOLUTION hiring Andrea Taglieri as a full-time Code Enforcement Officer for the Village of Greenport, at a pay rate of $18.00 per hour, effective December 11, 2017. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six week Suffolk County Civil Service probationary period. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #11-2017-13,
RESOLUTION approving the attached Standard Work Day and reporting Resolution Form #RS 2417-A and Form #RS 2419, and directing Clerk Pirillo to post the Standard Work Day and Reporting Resolution on the official Village of Greenport website for a minimum of thirty (30) days. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #11-2017-14, RESOLUTION approving the attached Inter-Municipal Agreement between the Village of Greenport and the Town of Southold, with a term of five (5) years, as to the sharing of information concerning certain property records regarding assessments and property information of properties that are located within the Town
of Southold in the territory of the Village of Greenport. So moved.

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

Opposed?

(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE ROBINS: RESOLUTION #11-2017-15,
RESOLUTION approving the attached contract between the Village of Greenport and the Greenport Open Hockey League for the use of the Village of Greenport Ice Skating Rink for the 2017/2018 season. So moved.
TRUSTEE MARTILOTTA: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.


TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #11-2017-17, RESOLUTION authorizing the annual solicitation of bids for the delivery of diesel fuel to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice
the solicitation of bids accordingly. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #11-2017-18, RESOLUTION authorizing the annual solicitation of bids for the delivery of No. 2 heating oil to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly. So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #11-2017-19, RESOLUTION authorizing the annual solicitation of bids for the delivery of unleaded (87 octane) gasoline to various locations throughout the Village of Greenport, and directing Clerk Pirillo to notice the solicitation of bids accordingly. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: RESOLUTION #11-2017-20, RESOLUTION authorizing the Greenport Tree Committee to solicit bids for: The removal of specified Village trees, the removal and grinding of tree stumps, and the pruning of specified Village trees: And further
directing Clerk Pirillo to notice the bid accordingly. So moved.

TRUSTEE PHILLIPS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE PHILLIPS: RESOLUTION #11-2017-21, RESOLUTION approving the attached SEQRA resolution regarding the abandonment of a portion of Johnson Court in the Village of Greenport. So moved.

TRUSTEE ROBERTS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?
(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #11-2017-22,

RESOLUTION approving the attached resolution
regarding the abandonment of a portion of
Johnson Court in the Village of Greenport. So
moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE ROBINS: RESOLUTION #11-2017-23,

RESOLUTION scheduling a public hearing for
December 28, 2017 at 7:00 p.m. at the Third
Street Fire Station, Third and South Streets,
Greenport, NY 11944 regarding a proposed
amendment to Chapter 132 (Vehicles and Traffic),
Section 54 (Schedule XVI - Limited Time Parking)
of the Village of Greenport Code to create
additional limited time parking spots in the IGA municipal lot, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

TRUSTEE MARTILOTTA: Resolution #11-2017-24, RESOLUTION scheduling a public hearing for December 28, 2017 at 7:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, NY, 11944 regarding a proposed amendment to Chapter 88 (Noise) of the Village of Greenport Code to exclude the use of gas powered leaf blowers from Memorial Day through Labor Day, and directing Clerk Pirillo to notice the public hearing accordingly. So moved.
TRUSTEE PHILLIPS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.
TRUSTEE PHILLIPS: Resolution #11-2017-25,
RESOLUTION approving an increase of 15% of
annual salary for the following management-level
employees: Village Treasurer, Village Deputy
Treasurer, Village Clerk, and the Village Deputy
Clerk, effective November 29th, 2017. So moved.
TRUSTEE ROBERTS: Second.
MAYOR HUBBARD: All in favor?
TRUSTEE MARTILOTTA: Aye.
TRUSTEE PHILLIPS: Aye.
TRUSTEE ROBERTS: Aye.
TRUSTEE ROBINS: Aye.
MAYOR HUBBARD: Aye.
Opposed?
(No Response)
MAYOR HUBBARD: Motion carried.

TRUSTEE ROBERTS: RESOLUTION #11-2017-26, RESOLUTION approving all checks per the Voucher Summary Report dated November 17th, 2017, in the total amount of $1,810,223.20 consisting of:

- All regular checks in the amount of $1,796,414.56, and
- All prepaid checks (including wire transfers) in the amount of $13,808.64.

So moved.

TRUSTEE ROBINS: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried.

Okay. I just want to thank everybody for coming. And please join us on Saturday, 5 o'clock, for the parade, tree lighting, everything we've got going on. It will be a fun day. Free carousel rides, and cookies and hot
chocolate. And I don't know how you pronounce what you were bringing, Dinni, but --

TRUSTEE ROBERTS: Go to Tikal.

MAYOR HUBBARD: -- everything that's included.

TRUSTEE ROBERTS: Go to Tikal.

MAYOR HUBBARD: Okay. All right. I'll offer a motion to adjourn at 8:58.

TRUSTEE MARTILOTTA: Second.

MAYOR HUBBARD: All in favor?

TRUSTEE MARTILOTTA: Aye.

TRUSTEE PHILLIPS: Aye.

TRUSTEE ROBERTS: Aye.

TRUSTEE ROBINS: Aye.

MAYOR HUBBARD: Aye.

Opposed?

(No Response)

MAYOR HUBBARD: Motion carried. We're adjourned. Thank you.

(The meeting was adjourned at 8:58 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 November 27, 2017.

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 9th day of December, 2017.

Lucia Braaten

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Flynn Stenography & Transcription Service
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Flynn Stenography & Transcription Service
(631) 727-1107
VILLAGE OF GREENPORT
Budget Adjustment Form

Year: 2018  Period: 11  Trans Type: B2 - Amend  Status: Batch
Trans No: 3755  Trans Date: 11/07/2017  User Ref: ROBERT
Requested: P. PALLAS  Approved:  Created by: ROBERT
Date: 11/07/2017

Description: TO APPROPRIATE SURPLUS FOR THE REPAIR OF STORM DAMAGE TO THE RAILROAD DOCK

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<th>Account Description</th>
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<td>12,000.00</td>
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<tr>
<td>A.5990</td>
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<td>Total Amount:</td>
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<td>24,000.00</td>
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**VILLAGE OF GREENPORT**

Budget Adjustment Form

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<td>RADIO TOWER EXP.</td>
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Total Amount: 48,310.00

Year: 2018  Period: 11  Trans Type: B2 - Amend  Status: Batch

Trans No: 3756  User Ref: ROBERT  Created by: ROBERT  11/08/2017

Requested: P. PALLAS  Approved:  Account # Order: No  Print Parent Account: No

Description: TO APPROPRIATE RESERVES TO FUND THE INSPECTION AND REPAIR OF THE RADIO TOWER
THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of ____________ between Village of Greenport
("Local Government"), People's United Bank, National Association ("Bank") and The Bank of New York Mellon
("Custodian").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the
General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the
Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this
Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as
follows:


(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the
Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and
arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible
Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is
provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in
and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in
Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon
the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided
pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local
Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a
specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided
pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety
Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the
Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible
Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day
after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this
Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities
from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to
the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral
previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value
equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions
to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or
Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian,
at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on
the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice
consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be
required before the Bank or Custodian may complete the substitution described in such notice unless the Local
Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Security Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default
In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. **Representation and Warranties**

   (a) **Representations of the Bank.** The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

   (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;

   (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

   (3) all securities pledged pursuant to this Agreement are Eligible Collateral;

   (4) the Bank is a banking organization located and authorized to do business in the State of New York;

   (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

   (b) **Representations of the Local Government.** The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

   (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;

   (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;

   (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;

   (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including reasonable counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including reasonable counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action (a "Force Majeure Event"); provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances. Notwithstanding the foregoing, in the event that a Force Majeure Event delays performance for a period of more than thirty (30) consecutive calendar days, the Bank or the Local Government may terminate this Agreement upon notice to the Custodian and any prepaid fees shall be refunded on a pro rata basis as of the date such Force Majeure Event first occurred.
(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Bank shall also reimburse Custodian for reasonable out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government’s security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government’s Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 850 Main St., 12th Floor, Bridgeport, CT 06604, Attn: Rosemary McCabe, Government Banking & Finance Group, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 236 3rd St, Greenport, NY 11944 or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a
court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) **Waiver of Immunity.** To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. **Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.9 if such Eligible Security is so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.
(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Baa3.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

VILLAGE OF GREENPORT

________________________________________
By:______________________________________
Title:

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

________________________________________
By:______________________________________
Title:

THE BANK OF NEW YORK MELLON

________________________________________
By:______________________________________
Title:

Peoples United
(4-15)
EXHIBIT A
Collateral Requirement

Collateral Requirement: On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.
EXHIBIT B
Schedule of Eligible Collateral

<table>
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<tr>
<th>Margin %</th>
<th>Description</th>
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<tr>
<td>103</td>
<td>(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.</td>
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<tr>
<td>103</td>
<td>(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.</td>
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<tr>
<td>103</td>
<td>(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.</td>
</tr>
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<td>103</td>
<td>(iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.</td>
</tr>
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<td>103</td>
<td>(v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.</td>
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<td>103</td>
<td>(vi) Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.</td>
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<td>103</td>
<td>(vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.</td>
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<tr>
<td>103</td>
<td>(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.</td>
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<td>103</td>
<td>(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.</td>
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<td>103</td>
<td>(x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.</td>
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<tr>
<td>103</td>
<td>(xi) Zero coupon obligations of the United States government marked as &quot;Treasury strips&quot;.</td>
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EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting ______________ of (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's resolutions to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, People's United Bank, National Association ("Bank") and Custodian dated ____________ and that the signatures appearing opposite their names are true and correct:

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<thead>
<tr>
<th>Name</th>
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<th>Signature</th>
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This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Title: ________________________________

Date: ________________________________
STATE OF NEW YORK  
  ss:  
COUNTY OF SUFFOLK  

On this _____ day of ________________, 2017, before me personally came ____________________________________________, who, being by me duly sworn did depose and say that he resides at ________________________________________ that he is the ______________________________________ of ______________________________________ described in and which executed the foregoing instrument.

(SEAL)  

_________________________________________  
Notary Public

STATE OF NEW YORK  
  ss:  
COUNTY OF SUFFOLK  

On this _____ day of ________________, 2017, 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
Mary Bess-Phillips, certify that I completed a 3-month record of activities for the term that began 4/1/17 for my position as Village Trustee. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on April 1, 2017 and ends on March 31, 2021.

Signature of Member

Date

NYSLRS Registration Number:

Employer Location Code: 40112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.
Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

Julia Robins, certify that I completed a 3-month record of activities for the term that began 4/1/17 for my position as Village Trustee. I attest that the record of activities maintained for the above named term is still representative of my hours worked and that my responsibilities have not substantially or materially changed. My current term begins on April 1, 2017 and ends on March 31, 2021.

Signature of Member: Julia Robins

Date: 11/7/17

NYSLRS Registration Number:

Employer Location Code: 40112

NOTE: A record of activities and any certification based upon such record shall not be valid for more than eight years from the date of the taking of office for which the record of activities was initially maintained.

Please keep this form on file in your records and submit a copy to NYSLRS only upon request.
**See Instructions for Completing Form on Reverse Side**

### Elected Officials

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<tr>
<th>Name</th>
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<tr>
<td>6</td>
<td>Mayor</td>
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<td>6</td>
<td>Council Member</td>
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### Appointed Officials

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For Elected and Appointed Officials

Standard Work Day and Reporting Resolution
IMAG Town of Southold and Village of Greenport
For Access to Southold Town Data and Information

Intermunicipal Agreement
For Access to Southold Town Data and Information
For the Village of Greenport Tax Bill Preparation

This Agreement ("Agreement") is between the Town of Southold ("Town"), a municipal corporation of the State of New York, having an office at 53095 Route 25, Southold, New York 11971, the Village of Greenport ("Village"), a municipal corporation of the State of New York having an office at 236 Third Street, Greenport, New York 11944, and Accela Inc. ("Accela") a corporation with offices at 4375 Solution Center, #774375, Chicago, IL 60677.

Term of Agreement: Shall be from February 1, 2018 through January 31, 2023

Total Cost of Agreement: As provided in this Agreement

Whereas, municipal corporations are authorized by Section 119-O of Article 5-G of the General Municipal Law of the State of New York to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

Whereas, the Town maintains certain property records regarding assessments and property information of properties that are located in the Town in the territory of the Village, in an electronic format for tax and assessment purposes; and

Whereas, the Village is responsible to prepare its own tax bills for billing of Village real estate taxes each year and has acquired new software from Accela to compute and process the Village’s tax bills for at least the next five-year period; and

Whereas, the Accela software that was acquired by the Village requires data from the Town’s files in order to compute and process Village tax bills for the Village’s taxes; and

Whereas, the Village and the Town together with the Village’s tax billing software provider, Accela, have agreed to provide temporary access to the data from the electronic files of the Town related to assessment and property information for the sole purpose of enabling the village to do its 2018-2022 tax billing, and the parties are desirous of entering into an intermunicipal agreement for that purpose.

Now Therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Term of this agreement shall be five (5) years from the date herein.

2. The Agreement may be terminated, in whole or in part, by either party on ten (10) days written notice to the other party in the event either party fails to fulfill its obligations under this
agreement or in the event continued performance under the terms of this agreement would not be in
the best interest of either the Town or the Village. Such notice shall be made in accordance with the
Notice provisions below.

3. The agreement shall terminate automatically upon the termination of services of
Accela by the Village.

4. All notices required to be given under this agreement shall be sent prepared registered
mail, return receipt requested, or as the parties may later determine in writing, to the parties at the
following addresses:

Town of Southold
53095 Route 25
Southold, NY 11971
Attn: Town Clerk

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

Accela Inc.
4375 Solution Center
#774375
Chicago, IL 60677

5. Any and all services provided under this agreement shall at all times be under the
direction and supervision of the Tax Receiver and Assessor of the Town of Southold, and their
interpretations and decisions shall be final and conclusive.

6. The Town shall provide the Village with exclusive access to or electronic copies of the
real property assessment and other assessment information that is necessary for the Village to process
and complete the 2018-2022 Village Billings.

7. The Town agrees to provide the aforementioned services during the term of this
agreement for no consideration due to the substantial consideration that is provided by the Village to
the Town with regard to this and other agreements.

8. The Village and Accela agree that the information provided by the Town is and will
remain the property of the Town and that the date and information that is shared by the Town with the
Village and Accela will not be used by the Village or Accela for any use other than that stated in this
agreement, to compute and process the Village’s real estate tax bills, and will not be released by
either the Village or Accela to or with any other party for any reason. Upon completion of the
preparation the village tax bills, the Village will return the database information provided to the Town
or destroy the same.

9. The Village and Accela agrees to hold harmless and indemnify the Town and its
employees for any damage or liability the Town may incur due to the misuse or improper
dissemination of the data provided hereunder.

10. It is expressly agreed that if any term or provision of this Agreement, or the application
thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the
remainder of this Agreement, or the application of such term or provision to persons or circumstances
other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and
every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

11. All provisions as required by law are hereby deemed inserted. The parties agree that nothing in this Agreement shall be construed so as to interfere with or diminish any municipal powers or authority.

12. This agreement shall bind the successors, assigns and representatives of the parties hereto.

13. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

14. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

In Witness Whereof, this agreement has been executed by the Supervisor of the Town of Southold, who has caused the seal of the Town to be affixed hereto pursuant to resolution of the Town Board dated _________ and by the Mayor of the Village of Greenport, who has caused the seal of the Village to be affixed hereto, pursuant to resolution of the Village Board dated _________.

Town of Southold

By: __________________________
Hon. Scott Russell
Supervisor

Date: __________________________
(Town Seal)

Village of Greenport

By: __________________________
Hon, George W. Hubbard, Jr.
Mayor

Date: __________________________
(Village Seal)

Accela Inc.

By: __________________________
Print Name
Title:

Date: __________________________
IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information

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 whose name is subscribed to the within instrument and acknowledged to me that he/she the 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 person taking the Acknowledgement

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 whose name is subscribed to the within instrument and acknowledged to me that he/she the 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 person taking the Acknowledgement

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 whose name is subscribed to the within instrument and acknowledged to me that he/she the 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 person taking the Acknowledgement
GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, by and between the Greenport Open Hockey League, (the "Club"), a domestic New York State not for profit corporation with an address of P. O. Box 476, Laurel, New York 11948, and the Village of Greenport (the "Village"), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the "Village") as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the "rink") and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times or other scheduled activities.

2. The Club will pay the Village the amount of $100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club will provide volunteers that will help to spray and create the sheet at the beginning of the season and acknowledges that overnights are usually required.

4. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

5. The Club shall be responsible for paying for ice time that is safe and generally
suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.

6. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

7. The term of this agreement shall be from December 1, 2017 until May 1, 2018 unless terminated by one of the parties prior to May 1, 2018. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of breach or default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

8. The Club shall make payments to the Village on the first day of each month starting with January 1, 2018 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December 2017, January, February, and March, 2018). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2017, January 31, 2018, February 28, 2018, and March 15, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 14, 2018, the end of the term of the Agreement.

December estimated total fee: $1,600 Balance based on actual use due on December 31, 2017
Initial monthly Payment: $800 (due December 1, 2017)

January estimated total fee: $1,600 Balance based on actual use due on January 31, 2018
Initial monthly Payment: $800 (due January 1, 2018)

February estimated total fee: $1,600 Balance based on actual use due on February 28, 2018
Initial monthly Payment: $800 (due February 1, 2018)

March estimated total fee (through March 31st): $1,800 Balance based on actual use due on March 31, 2018.
Initial monthly Payment: $900 (due March 1, 2018)
9. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.

10. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than $1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a $2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than $1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a $2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

12. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

13. This Agreement shall not be assignable by the Club.

14. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Open Hockey League,
P. O. Box 476,
Laurel, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

15. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club's use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Open Hockey League

By: ____________________________

Village of Greenport

By: ____________________________
George Hubbard, Jr., Mayor
GREENPORT ICE RINK AGREEMENT

AGREEMENT made this day of 2017, by and between the Greenport Hockey Club Ltd., (the “Club”), a domestic New York State not for profit corporation with an address of P. O. Box 1686, 1755 Laurel Way, Mattituck, New York 11952, and the Village of Greenport (the “Village”), a New York State municipal corporation with an address of 236 Third Street, Greenport, New York 11944 (the “Village”) as follows:

WHEREAS the Village is the owner of the area located on Front Street in the Village of Greenport where the Village installs a seasonal ice rink (the “rink”) and associated equipment, and the Village is also the owner of the rink and the equipment associated with the rink; and

WHEREAS the Village is desirous of enhancing the use of the rink by the public by making the rink available to the Club provided the use by the Club does not interfere with public skating times or the use of the rink by the general public, and provided that the Village does not incur any additional costs or expenditures for the use of rink by the Club and entering an agreement for the use of the rink by the Club for that purpose; and

WHEREAS the Club is desirous of entering an agreement with the Village for the use of the rink and to ensure that the use of the rink by the Club does not interfere with the use of the rink by the general public or result in any additional costs to the Village, it is therefore

AGREED that;

1. The Village will provide scheduled ice time to the Club at the rink, on a previously agreed scheduled basis. The scheduled ice times will be set so as to not interfere with scheduled general skating times.

2. The Club will pay the Village the amount of $100 per hour for the use of the rink for times other than Saturday night, and the Club shall pay the Village the standard rental rate for the use of the rink for Saturday night.

3. The Club acknowledges that the Village is not obligated to offer any form of discount on season skating passes.

4. The Club shall be responsible for paying for ice time that is safe and generally suitable for playing hockey. The ice surface at the rink must be Zamboni cleared at the beginning of each session. The Club is not responsible to pay for the use of the rink when the rink is closed or when unsafe or soft conditions are present on the ice, preventing the play of ice hockey.
5. The Club shall have the option of rescheduling any cancelled sessions to another time or day when the ice is not previously reserved and the date or time proposed by the Club does not interfere with or limit the use of the rink by the general public.

6. The term of this agreement shall be from December 1, 2017 until May 1, 2018. Unless terminated by one of the parties prior to May 1, 2018. The Village may terminate this Agreement on ten days written notice in the event of any breach or default by the Club, which is not corrected within ten days of the mailing of the notice of default as provided herein, including but not limited to the failure to make payment. In the event that the Club fails to obtain or maintain the required insurance or is responsible for the creation or continuance of a dangerous condition at the rink or premises, the Village may terminate this agreement on three days prior written notice as provided herein.

7. The Club shall make payments to the Village on the first day of each month starting with December 1, 2017 for the time that the Club has scheduled for that month. The payment on the first day of each month shall be based on the schedule below with the payment due on the 1st day of each month (December, January, February, and March, 2018). The rate and payment for the actual time for which the rink was actually used by the Club in any month shall be adjusted in the amount paid at the end of that month, with the second payments due on December 31, 2017, January 31, 2018, February 28, 2018, and March 31, 2018, and the Club shall pay any balance due to the Village under this Agreement within ten days of March 31, 2018, the end of the term of the Agreement.

December estimated total fee: $4,925   Balance based on actual use due on January 31, 2018
Initial monthly Payment: $2,462.50   (due January 1, 2018)

January estimated total fee: $5,000   Balance based on actual use due on January 31, 2018
Initial monthly Payment: $2,500   (due January 1, 2018)

February estimated total fee: $4,500   Balance based on actual use due on February 28, 2018
Initial monthly Payment: $2,250   (due February 1, 2018)

March estimated total fee: $4,825   Balance based on actual use due on March 31, 2018.
Initial monthly Payment: $2,412.50   (due March 1, 2018)

8. The Village shall be responsible for the payment of all utilities used at the Rink and shall be responsible for cleaning the rink except as otherwise mentioned in this Agreement.
9. The Village of Greenport shall add and maintain, for the term of this Agreement and any extensions thereto, the rink to the Village liability insurance policy as named additional insured with respect to the Premises and use. The Village, at its expense, shall maintain at all times during the term of this lease public liability insurance in respect of the demised premises and the conduct or operation of business or activities therein, not less than $1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a $2,000,000.00 in general aggregate amount.

10. The Club shall obtain liability insurance and provide proof of coverage thereof including but not limited to in respect of the rink and the use thereof by the Club, and the operation and activities therein, in the amount of not less than $1,000,000.00 for bodily injury, death and/or property damage in any one occurrence, and not less than a $2,000,000.00 in general aggregate amount. The insurance obtained by the Club shall name the Village of Greenport as additional insured and the Club shall provide proof of the coverage to the Village prior to the use of the rink by the Club and on request by the Village. The Club shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and the Club shall deliver to the Village proof of said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies satisfactory to the Village and all the policies shall contain a provision whereby the same cannot be canceled or modified unless the Village is given at least twenty (20) days' prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from non-payment of premiums.

11. The Club agrees not to suffer any act of commission or omission at the rink or on the premises which will increase the rate of insurance or cause the cancellation of any policy of insurance of any nature thereon or which is extra hazardous on account of Fire Risk; and not to permit any odors, noises or accumulation of dirt or refuse matter which may impair said building or interfere with Lessor.

12. This Agreement shall not be assignable by the Club.

15. All notices by or to either party herein shall be in writing and sent by certified mail, return receipt requested, and regular mail, as follows:

To the Club:
Greenport Hockey Club Ltd.,
P. O. Box 1686,
1755 Laurel Way
Mattituck, New York 11952

To the Village:
Sylvia Pirillo, RMC, Village Clerk
Village of Greenport
236 Third Street
Greenport, New York 11944

16. The Club agrees to and shall defend, indemnify, and hold harmless the Village of Greenport and the respective officials, officers, agents, and employees of the Village of Greenport from and against any and all claims, suits, loss, costs or liability arising from or on account of the Club’s use of the Rink and the Premises and that the Village of Greenport shall not be liable or responsible to the Club for any act or omission of the Village that is not the direct

This Agreement constitutes the entire agreement between the Club and the Village regarding this matter, no other verbal agreements have been entered into, and any modification of this Agreement or any of its terms and conditions or of any matter relating to this Agreement must be in writing and duly executed by the Club and the Village.

Dated:

Greenport Hockey Club Ltd.

By: ____________________________

Village of Greenport

By: ____________________________

George Hubbard, Jr., Mayor
STATE OF NEW YORK
)
COUNTY OF SUFFOLK
)

On this ____ day of ________________, 2015, 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 ______________________ described in and which executed
the foregoing instrument.

(SEAL)

________________________
Notary Public

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
November 17, 2017

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

SEQRA RESOLUTION REGARDING ABANDONMENT
OF A PORTION OF JOHNSON COURT

WHEREAS the Board of Trustees of the Village of Greenport is considering a
proposed abandonment of a portion of the undeveloped and unused paper roadway Johnson
Court that is in front of the property 324 Johnson Court to the adjoining property owner Habitat
for Humanity, and;

WHEREAS the Board of Trustees of the Village of Greenport has duly considered
the obligations of the Board of Trustees of the Village of Greenport in its consideration
and possible action on the proposed abandonment with regard to SEQRA, it is therefore;

RESOLVED that the Board of Trustees adopts Lead Agency status for purposes of
SEQRA, and it is further

RESOLVED that the Board of Trustees hereby determines that this approval of the
abandonment of a portion of Johnson Court 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 abandonment of a portion of Johnson Court;

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, and that it is therefore;

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

and it is further

RESOLVED that this action is consistent with the LWRP.

Upon motion of Trustee ____________ seconded by Trustee ____________.

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:
November 17, 2017

BOARD OF TRUSTEES

VILLAGE OF GREENPORT

RESOLUTION APPROVING ABANDONMENT OF A PORTION OF
JOHNSON COURT IN THE VILLAGE OF GREENPORT

WHEREAS the Board of Trustees of the Village of Greenport on May 26, 2016

Adopted a resolution transferring the property 324 Johnson Court (the “Habitat property”) to the
Habitat for Humanity for the purpose of developing low income housing; and

WHEREAS the 35 foot portion Johnson Court that is front of the property 324 Johnson
Court exists as a paper street in the Village of Greenport, only, in that the last 35 feet of the
westerly terminus of Johnson Court has never been opened, improved, or used for public access
to any other street or property, and;

WHEREAS the owner on both sides of the last 35 feet of Johnson Court is the Village
of Greenport, and no other party, and;

WHEREAS the 35 foot portion of Johnson Court in question as indicated on a survey
entitled Survey of Property Abandonment Map dated September 19, 2017 by Peconic
Surveyors is not used and is not necessary for any municipal or public purpose, it is therefore;

RESOLVED that the Village of Greenport hereby abandons to Habitat for Humanity
the adjoining property owner of the property consisting of a portion of 324 Johnson Court as
indicated on the Survey and Abandonment map and authorizes the Mayor, the Village Clerk and
the Village Attorney to prepare, execute and record such documents as are required to complete
this abandonment.

Upon motion of Trustee _____ seconded by Trustee _____,

Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:
CERTIFICATE OF ABANDONMENT OF
SUBDIVISION OF PART THEREOF
PURSUANT TO Subdivision 3 OF SECTION 335
OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

The Incorporated Village of Greenport, a municipal corporation having offices located at 236 Third Street, Greenport, NY 11944, County of Suffolk, State of New York and Habitat for Humanity of Suffolk, Inc, having offices located at 643 Middle Country Road, Middle Island, NY 11953, State of New York for the purposes of abandoning and canceling the subdivision of those certain tracts of land owned by them and hereinafter described pursuant to Subdivision 3 of Section 335 or the Real Property Law of the State of New York, do hereby certify:

1. That annexed hereto is a certified description of certain tracts of land situated in the Incorporated Village of Greenport, County of Suffolk and State of New York, in lots, plots, blocks, or sites, entitled and named as "Described property known by Suffolk County Tax map Number 1001-002.00-04.00-001.000 and the adjacent 35 foot by 33 foot parcel of Roed bed known as the terminus end of Johnson Court " more fully described on said description being attached hereto and made a part hereof and marked as schedule "A".

2. That more than 20 years have elapsed since the filing of said map.

3. That the tracts of land owned by the undersigned, the subdivision or parts thereof which are to be abandoned and cancelled, are situated in the Incorporated village of Greenport. County of Suffolk and State of New York, having an area of 2,786 square feet and 1,155 square feet, and are known and described as set forth in the description annexed hereto and made a part hereof as Schedule "A".

4. The following streets and portion thereof on said map are within the bounds of the said tract of land owned by the undersigned and which are to be abandoned and are herein before described, namely...324 Johnson Court and the southerly adjacent portion of Johnson Court, see Schedule "A" annexed hereto.

5. Said applicants are the owners of said tracts of land described in the description annexed hereto as Schedule "A".

6. Endorsed hereon is the approval of the Assessor to the Board of Assessors of the Incorporated village of Greenport.

7. Submitted herewith is an abstract of Title as said tract of land to be abandoned covering a period of at least (20) twenty years last past and a certificate. To the effect that there are no unpaid tax liens against said lands to be approved by the County Clerk of Suffolk County at the time of recording hereof.
8. That the said property described in schedule "A" is not used by any persons whatsoever except the applicants.

9. That the property to be abandoned herein is not maintained by or dedicated to the Incorporated Village of Greenport.

The DECLARANT shall save, indemnify and hold harmless the INCORPORATED VILLAGE OF GREENPORT, any and all employees from and against all loss or expense for any damages or claims of damages arising out of this agreement.

IN WITNESS WHEREOF this Certificate is made and executed at Greenport, New York this ______ day of __________, 2017.

BY:

____________________________________
Incorporated Village of Greenport

____________________________________
Diane Burke, CEO and Executive Director
Habitat for humanity of Suffolk, Inc.

STATE OF NEW YORK)
ss.
COUNTY OF SUFFOLK)  

ACKNOWLEDGEMENT

On the ______ day of __________ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _______ and DIANE BURKE, 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 she/he/they executed the same in her/his/their capacity (ies), and that by her/his/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 Individual Taking Acknowledgement
SCHEDULE "A" (metes and bounds description of area to be abandoned from original filed map)
SUGGESTED DESCRIPTION OF PROPERTY
AT GREENPORT
SCTM#1001-02-04-01

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH BUILDINGS AND IMPROVEMENTS HEREON INCLUDING A PORTION OF JOHNSON COURT, SITUATE, LYING AND BEING IN GREENPORT, TOWN OF SOUTHOLD, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF WEBB STREET AT THE INTERSECTION FORMED BY THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF SMITH, WITH THE SOUTHERLY SIDE OF WEBB STREET DISTANT 240.00 FEET WESTERLY FROM THE WESTERLY SIDE OF 3rd STREET (AKA RAILROAD AVENUE);

RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION ALONG LANDS NOW OR FORMERLY OF SMITH AND THROUGH A PORTION OF JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 112.62 FEET TO A POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY OF VILLAGE OF GREENPORT;

THENCE SOUTH 83 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT;

THENCE NORTH 6 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 112.56 FEET TO THE SOUTHERLY SIDE OF WEBB STREET;

THENCE NORTH 83 DEGREES 04 MINUTES 30 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT AND PLACE OF BEGINNING.