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

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Third Street Firehouse
Greenport, New York

November 27, 2017
7:00 P.M.

B E F O R E:
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

1 (The meeting was called to order at
2 6:00 p.m.)

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

5 (All stood for the Pledge of Allegiance)

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

11 (All stood for the Pledge of Allegiance)

12 MAYOR HUBBARD: Thank you. You may be
13 seated.

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

19 Just to inform everybody, we're trying
20 something a little different this year. Instead
21 of doing the tree lighting on Saturday and the
22 Christmas parade on Sunday, we're combining the
23 two events to try to make it a bigger family
24 oriented event. So, hopefully, everybody can
25 come. The normal Christmas parade that normally

1 was at 1:00 on Sunday is going to be that
2 evening.

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

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

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

18 The Village will be conducting smoke
19 testing from 8 a.m. through noon on December 9th
20 on Sterling Street and Sterling Avenue, and
21 Carpenter Street to Main Street. That's just
22 testing our sewer lines and everything else.
23 You may see a little smoke coming out of drains,
24 or whatever. They're trying to find leaks or
25 infiltration from storm drains into the sewer

1 system. So it's nothing to be alarmed about.
2 We just want the public to be aware, if they see
3 smoke coming from a storm drain, or whatever,
4 it's -- there's not a fire, we're doing that on
5 purpose.

6 Also, Village Offices will be closed on
7 December 25th in celebration of Christmas Day.

8 That's all I have under announcements.

9 We've got a public hearing. The Wetlands
10 Permit Application of Stephen Bull, 24 Beach
11 Road, regarding an existing 10'x10'x10' shed on
12 upland ground.

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

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

22 MAYOR HUBBARD: Okay. Thank you.

23 MR. BULL: So I'll go through the packet
24 in order, so that some -- there's some logic to
25 my presentation.

1 The first thing about this particular
2 shed, it is a shed. And I want to talk to about
3 its community aesthetic and how it fits as a
4 shed within the local architecture and the lines
5 of the rest of the community, so it doesn't
6 stand out as something that would be
7 unattractive and not working. You could see the
8 second house there on the block looks a lot like
9 the shed in terms of its roof layout.

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

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

1 hold 2,000 pounds.

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

12 The next image you should see are three
13 sheds. It would be this image here. These are
14 three sheds that are in the Village of Greenport
15 that are in -- in the neighborhood that were --
16 that are placed there without a wetlands permit,
17 without a WLP permit. They're of a more
18 contemporary style than mine, but they are
19 existing. You could see on the third shed, you
20 see that it's in a position very similar to mine
21 that's in this upland area that's in the
22 consideration of this application today. So
23 these are done without wetlands permits. I went
24 through the Building Department files on each
25 one of these.

1 The next image you'll see is a -- the shed
2 is nestled between two 40-year-old trees, and in
3 this particular case, it's designed to keep the
4 shed somewhat hidden from the other neighbors,
5 so that it wouldn't be interfering with the
6 landscape and the view that our neighbors had.
7 So it was important to me that the shed would
8 fit into the community that way.

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

19 Then I have support from my neighbors, my
20 Sandy Beach neighbors, all of them who are in
21 favor of the shed. I have one letter here,
22 you'll have a copy of that, which is from
23 Marilyn Raines. She's two doors to my west. I
24 have another letter of support from Donna
25 Abrams. She's at #2 Bay Road. She's another

1 member of the Sandy Beach community. Sandy
2 Beach community is a community of 24, 25
3 cottages and she's in one of them. Then we have
4 Mike Corso. He concurs that the shed -- he's in
5 favor of the shed. I have another one here from
6 25 Sandy Beach, and this is from Paul Elliot.
7 He says, "I'm in favor of your shed at 24 Sandy
8 Beach Road. I have no problems with its
9 existence." Then I have another one from the
10 newer neighbor, his name is P.J., and he's at 21
11 Beach. He's my neighbor. Where Paul is my
12 neighbor on the west, directly to -- my neighbor
13 on the west, my eastern neighbor is P.J. Then I
14 have another letter of support from Ingrid
15 Young, she's at #10 Sandy Beach, my cottage is
16 again #24, and she's in support of the shed, she
17 has no problem with it. And then, finally, I
18 have another supporting letter from Bob Moller,
19 who's at #14 Sandy Beach.

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

22 The CAC Committee has -- in their due
23 diligence, has gone to visit the shed, and you
24 have their report, and from the report, I
25 believe their response has been very favorable

1 to the shed under the conditions that they have
2 outlined, which I agree with.

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

7 MAYOR HUBBARD: Okay. Thank you.

8 MR. BULL: Thank you.

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

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

16 I -- from our previous wetland permit
17 application, we identified certain parcels by
18 their address, and they are -- there were
19 structures, similar structures on Beach Road. I
20 actually pulled the property cards for each of
21 those structures, and that's what I've just
22 presented to you, are -- is a -- the first page
23 is the outline of the tax map and the address.
24 That was all documented in your application
25 packet with photographs. And in my review with

1 the attached property cards, what I was looking
2 for was to corroborate Mr. Bull's investigation
3 that these -- a lot of these accessory
4 structures, certainly the sheds that are in
5 existence, don't appear to have ever been
6 required to get a building permit, and certainly
7 don't have a wetland permit. It just -- the
8 application process was not required. So I did
9 want to corroborate his information and what was
10 submitted to you previously in our packet.

11 The second issue is compliance with the
12 New York State Building Code. I checked both
13 with an architect, and we checked the State
14 Building Code, and the State Building Code does
15 not address accessory structures such as a shed.
16 The Building Department has recommended, and CAC
17 and Mr. Pallas has recommended those anchors,
18 but it's merely to comply with your flood damage
19 prevention provisions, so as to make sure that
20 any structure sitting on land is secure and does
21 not get separated from the land in the event
22 that there's any flooding of the area. That
23 would be whether you had a boat or you had
24 anything else, you want to make sure that it
25 stays permanently affixed. And the shed is

1 the -- with these anchors will be permanently
2 affixed, and, in fact, protects what would
3 otherwise be the storage that you saw in the
4 shed being outside the shed and on the property.
5 So it actually protects from flooding to have
6 things in a shed, in a contained area, and that
7 way you can avoid damage to property through --
8 due to flooding.

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

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

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

25 Quite frankly, your wetland ordinance

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

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

24 The wetland ordinance that you have gives
25 me no standards. It's kind of -- that's why

1 we're kind of -- we're going above and beyond
2 for our presentation, because the wetland
3 ordinance has really very little guidance, and I
4 think it welcomes some review. That's for
5 another day for the Board to consider.

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

9 MAYOR HUBBARD: All right. Thank you.
10 Anybody from the public like to address this?
11 Name and address for the record.

12 MR. SALADINO: John Saladino, Sixth
13 Street. You aren't going to review our code as
14 the -- as the applicant's attorney suggested?
15 You're not going to change our code tonight, are
16 you?

17 MAYOR HUBBARD: No, we are not.

18 TRUSTEE PHILLIPS: No, I hope not.

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

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

23 MR. SALADINO: The first -- the first
24 thing -- did I give my name and address? I'm
25 sorry. John Saladino, Sixth Street.

1 MAYOR HUBBARD: Yeah.

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

9 MS. MOORE: No.

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

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

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

22 The International Building Code was
23 mentioned. It was mentioned that it was
24 consulted with architects and someone else. I
25 have a copy of the International Building Code

1 from 2015, Appendix G, Section G801, and it
2 says, "Garages and accessory structures shall be
3 designed and constructed in accordance with the
4 American Society of Civil Engineers, Article 24.
5 So the International Building Code, Appendix G,
6 if I could, is for wetlands and floodplains in
7 the International Building Code. They defer to
8 the Civil Engineers.

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

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

22 The standard is that in the minimum
23 elevation of bottom of lowest horizontal
24 structural member in Zone V, which that's not,
25 it's Zone AE, or coastal high hazard areas,

1 Zone V, and Coastal A Zone is the design flood
2 elevation. The design flood elevation -- I'm
3 breaking in new glasses, I apologize. The
4 design flood elevation equals the Base Flood
5 Elevation in communities that regulate based on
6 FIRM's map. The DFE is always equal to or
7 higher than the Base Flood Elevation. The Base
8 Flood Elevation in that area is six feet.

9 To build a building on the ground,
10 according to this, regardless of whether it's
11 anchored or not, is not complying with the
12 International Building Code. It's not complying
13 with our Chapter 68, and it's not complying with
14 the American Society of Civil Engineers.

15 The applicant's attorney went on to say
16 they put a hole in the building for
17 flood-proofing. There's a whole section on
18 flood proofing, wet flood proofing and dry flood
19 proofing. Wet flood proofing in that area, wet
20 flood proofing, minimum elevation of the wet
21 flood proofing in Coastal A Zone is the Base
22 Flood Elevation plus one feet, or the Design
23 Flood Elevation, whichever is greater. Minimum
24 elevation of dry flood proofing in Coastal Zone
25 A is not permitted, according to the Society of

1 Civil Engineers, who the International Building
2 Code takes their standards from.

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

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

20 In the interest of full disclosure, I'm a
21 member of the CAC. I didn't sign off on the
22 waterfront consistent report. I don't agree
23 with my colleagues. I believe this should take
24 precedence. My colleagues, perhaps from not
25 reading this, or -- it also says where -- so I

1 did -- I was there for the inspection of the
2 shed. The wood is not treated wood, it's T-111.

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

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

20 I heard just now saying that our code is
21 deficient, the State Building Code doesn't
22 address sheds. We know for a fact it does now,
23 because I just read from it. It was also
24 suggested that it would be ridiculous to raise a
25 shed, because how would somebody access it? I

1 don't know, I don't know. But that shouldn't be
2 how somebody gets in their shed in a particular
3 area if it goes against the building standards
4 of the International Building Code and the
5 society that they use to set those standard, the
6 American Society of Civil Engineers. I'm not
7 going to question that.

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

20 We hear all the time how we have to
21 preserve our waterways and preserve whatever.
22 The applicant built a building, a storage shed
23 on the ground in a flood zone. The question I
24 raised was -- it was suggested to me, like,
25 "Well, we're going to anchor the building.

1 You're afraid the building's going to float
2 away?" And prior to the new paradigm that
3 he's -- the new system that he's using with the
4 galvanized anchor, it was very possible that the
5 building would float away.

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

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

22 MR. TASKER: Good evening. Arthur Tasker,
23 17 Beach Street in Greenport. I'm about five or
24 six houses to the east of Mr. Bull's house and
25 the location of his shed.

1 Before I -- before I get into the remarks
2 that I have prepared, I'd like to make a couple
3 of comments on what's already been said, first
4 by Mr. Bull, and then by his attorney.

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

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

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

24 There are a couple of very specific
25 details that I'd like to address with the permit

1 application itself. First of all, question 8 in
2 the application asks, "Will the project utilize
3 Village-owned lands?" And the answer is no.
4 That is false, as I will show later on. It is
5 built on land as to which the Village has a
6 deeded easement.

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

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

25 The one that's numbered #2 is owned by

1 Todd Hart, now owned by Wackenfeld. The one, #3
2 was owned by -- and when I say was owned, I'm
3 referring to 1944, when I first came to Sandy
4 Beach, at a time when I personally witnessed
5 that all of these sheds were in existence in
6 1944. You realize, of course, that this was
7 before the building first had a Zoning Code in
8 1949. It was before a wetlands permit was
9 required in 1976, and it was long before the DEC
10 required -- had any wetlands restrictions at all
11 about this kind of construction.

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

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

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

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

25 The one that's owned by #10 is -- was

1 built by Jack Adams in 1952, Jack and Janet
2 Adams, now owned by their granddaughter, Ingrid
3 Young.

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

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

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

22 As to the -- as to the buildings that are
23 the sheds that were built in pre-1944, the DEC
24 has indicated that those buildings are in an
25 area that is not in their purview at all. In

1 fact, the portion of the properties between the
2 existing bulkhead and the roadway, both
3 constructed prior to August 1977, is beyond New
4 York State DEC Tidal Wetland Jurisdiction. In
5 other words, if it's between the bulkhead and
6 the paved road, the DEC has no objection to
7 construction and doesn't regulate it. All of
8 those sheds that he's talking about as nearby
9 fit that location description, as well as their
10 prior construction in 1944.

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

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

25 As to -- oh, that's right. His neighbor,

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

8 In February 16th, at about the same time
9 as they were beginning to take some action on
10 Mr. Bull's failure to get a wetlands permit, I
11 advised -- I had been in communication with the
12 Village Building Department and the Village
13 Administrator concerning their failure to get
14 any permits, and, at the same time, or shortly
15 thereafter, on February 16 of 2017, I sent
16 Mr. Pallas and Ms. Wingate an email saying, "I
17 may have mentioned also that the property
18 immediately to the west of his, that is to the
19 west of Mr. Bull's, owned by Paul Ellis, has
20 also erected a shed in the equivalent location,
21 also without a wetlands or a DEC permit. Please
22 take appropriate action on this violation."
23 Well, they started to act on Mr. Bull, but
24 they've done nothing, apparently, as best I can
25 tell, about Mr. Elliot's Violation.

1 So I mentioned a deeded easement, and
2 I'll -- well, I'm going to address that in a
3 little more detail in a few minutes.

4 I'd like to move along to other dimensions
5 of the objections that I have, and provide you
6 -- seems like pictures are very much in order
7 these days. It may save a few words, so I'll
8 pass out some pictures and maybe go through
9 them, if I may.

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

25 And when you turn to the next photograph,

1 if you will, in the deck, you'll see an aerial
2 photograph from a different view in a different
3 season which shows the same area of unspoiled
4 wetlands area behind the houses of Bull and
5 Elliot.

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

21 Let me pause to tell you a little bit of
22 the history of Sandy Beach and how things got
23 where they were. In 1930s, the Sandy Beach
24 Association of Greenport, Inc. was formed and
25 they bought land, about 1,000 feet of land

1 inside the breakwater heading up toward the
2 point that had been previously rented. They
3 bulkheaded 1,000 feet of it, roughly, and sub --
4 it was subdivided subsequently into 23 parcels
5 running between the bulkhead on the south and
6 the paved right-of-way along the north border.

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

15 In 1950, he offered the Sandy Beachers a
16 100-foot-deep north-to-south by 600-foot-wide
17 east-to-west parcel adjoining the north or
18 Stirling Creek side of Sandy Beach to the 14
19 westers -- western owners on Sandy Beach. Henry
20 Tasker, my father, on behalf of the 14 owners,
21 including himself, purchased that
22 100-by-600-foot parcel and subdivided it, much
23 of it under water, in fact, and still remains
24 under water, and subdivided that among the 13
25 owners. The 13 owners paid roughly \$200 apiece

1 for their 100-foot portion of land extending out
2 into the creek in 1950.

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

13 Turn to the next photo, if you will, black
14 and white photo in the deck, and it lays it out
15 a little bit photographically, I think, to help
16 understand it. It shows the 30-foot paved
17 right-of-way between the two white lines in the
18 photograph, and to the left of it, the -- where
19 -- at the left line of the right-of-way in this
20 picture starts the 20-foot Village of Greenport
21 easement going toward the left of the picture,
22 and the same line also starts the 100-foot lot,
23 which has on it a building restriction, which I
24 will address in more detail. To the right of
25 the white line on the right-hand side running

1 just about -- is the right foot -- is the right
2 side or the south side of the deeded -- of the
3 right-of-way, and it comes within about one foot
4 of Mr. Bull's porch.

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

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

23 That land was sold -- was conveyed with
24 restrictive covenants to the 14 owners of that
25 lot to protect the land from development to

1 remain as unbuilt wetlands, and the restrictive
2 covenant reads exactly this:

3 "The premises are conveyed subject to the
4 following restrictions:

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

10 Number three, these covenants shall be
11 taken and considered as covenants running with
12 the land and binding upon the grantees and their
13 successor grantees."

14 If you turn to the next photograph in the
15 deck, which shows a view of the wetlands, I'm
16 trying to show the -- first of all, the location
17 of Mr. Bull's shed and Mr. Elliot's shed.
18 There's a line that indicates the 100-foot-deep
19 area restricted from building of structures
20 which runs from the red line, which is the edge
21 of the right-of-way, approximately to the end --
22 to the shoreline at this particular point.
23 There is also shown in the bottom left corner of
24 the 20-foot Village easement that essentially
25 runs through Mr. Bull's shed.

1 There seems to be some scepticism about
2 where the floodplain is, but I think
3 Mr. Saladino addressed that, indeed.

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

20 The next picture shows a little -- a view
21 from a little farther east in the wetlands area,
22 and that's a view of the -- taken from further
23 east, I say, showing the easement again and the
24 restricted area, and putting their sign -- I
25 mean, a visual perspective. The red line on the

1 left-hand side running at the telephone pole,
2 that is the line, the line of the utility poles,
3 which is the border line between the added
4 parcels and the original parcels to those 14
5 properties.

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

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

22 The final one in the deck is this picture
23 here. It is a portion of a survey by Otto
24 Van Tuyl. You can recognize his style. If
25 you've ever looked at surveys around Greenport,

1 you can recognize his style of planning, and you
2 can see three things. First of all, the
3 property of the Sandy Beach Association running
4 about the middle of the property left to right.
5 The right-of-way is shown in orange. That's the
6 30-foot right-of-way that the residents have
7 over each other's property to access their own
8 property. And the yellow area was the 20-foot
9 easement, which is restricted -- which is owned
10 by the Village of Greenport. And then the
11 property north of that, where you see Henry
12 Tasker, my father's name written, that's the
13 property that was deeded to him to be
14 subdivided.

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

23 There are several reasons why the wetlands
24 permit shouldn't be granted, and I've already
25 covered two of them. One is the fact that the

1 land is burdened by a restrictive covenant that
2 prohibits any building at all.

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

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

21 In late December 2016, I brought the
22 Bulls' and Elliot's attention to the restriction
23 prohibiting their shed. They refused to do
24 anything about it. And as a result, I was
25 forced to hire attorneys to seek judicial relief

1 to enforce the restrictive covenant. There is
2 now an action pending in Suffolk County Supreme
3 Court against the Bulls and the Elliots for
4 enforcement of that restrictive covenant.

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

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

21 As I mentioned also that the Village --
22 another reason to decline this permit, to refuse
23 this permit is because the shed is built on
24 Village-owned property. As I said, his
25 application falsely states that the shed doesn't

1 utilize Village-owned lands. As to -- but it
2 does, as to which the Village still possesses
3 unblemished title. The shed sits on -- squarely
4 on and trespasses on the Village easement
5 without any license or leave from the Village.

6 The Village easement is cited, is further
7 recited as a restriction on all of the
8 subdivision deeds to the Herbert Fordham parcel,
9 and it is with that -- with that -- that
10 knowledge is conveyed that way, so Mr. Bull
11 should have had knowledge of that easement as
12 well, if his attorney had done their work, or at
13 the time that he purchased the land.

14 The Village should not permit the Bull's
15 shed to trespass on land as to which the Village
16 has a deeded property interest. This wetlands
17 permit should be denied for this reason, and
18 Bull should be made to remove his shed from the
19 Village's property.

20 For another reason, Mr. Bull is not
21 entitled to a special permit for an exception to
22 the Wetlands Code Section of Chapter 142. That
23 controls all wetlands activities to, "Provide
24 for the protection, preservation, proper
25 maintenance and use of its tidal marshes and

1 floodplain lands in order to prevent their
2 disturbance from the danger of flood and storm
3 tides, and to otherwise protect the quality of
4 coastal wetlands, tidal waters, marshes,
5 shorelines and beaches for their conservation,
6 economics, aesthetics and other public uses and
7 values."

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

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

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

24 Further, the application does not meet the
25 requirements of Chapter 68 for flood damage

1 protection. Mr. Saladino very much trumped
2 anything that I would -- was going to be able to
3 say on Chapter 68, so I'm going to adopt his
4 comments as my own with respect to that part --
5 to that part of the code.

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

14 So, in conclusion, I'd have to say that
15 there are sufficient reasons to deny Mr. Bull's
16 wetlands application for any one of the four
17 particular reasons that I've discussed. First,
18 the litigation presently under adjudication
19 arising from his intentional violation of a
20 restrictive covenant; second, trespass on
21 Village property by constructing his shed on the
22 Village's deeded easement; third, by failure to
23 satisfy the requirements of Chapter 142 for
24 wetlands, floodplains and drainage; fourth, for
25 failure to meet the requirements of Chapter 68

1 for flood damage protection. Any one of those
2 is sufficient reason to deny the permit. But
3 when the four particular reasons are considered
4 collectively, as all of the facts and
5 circumstances should be, the Village Board
6 should reach a conclusion to deny Mr. Bull's
7 wetlands application in its entirety.

8 Are there any questions?

9 (No Response)

10 MR. TASKER: Thank you for your time.

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

15 MR. TASKER: That's correct.

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

18 MR. TASKER: Why should they be?

19 TRUSTEE PHILLIPS: I'm just asking.

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

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

24 MR. TASKER: Thank you.

25 MAYOR HUBBARD: It was in his email the

1 day before Thanksgiving to us.

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

4 MAYOR HUBBARD: Okay. No.

5 MR. TASKER: Yeah.

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

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

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

12 MR. TASKER: I said it.

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

15 MR. PROKOP: Wait, I have a question.

16 MAYOR HUBBARD: Okay.

17 MR. PROKOP: Excuse me

18 MR. TASKER: Oh, sorry.

19 MR. PROKOP: This portion of a survey --

20 MR. TASKER: Yes.

21 MR. PROKOP: -- that --

22 MR. TASKER: I have the entire survey --

23 MR. PROKOP: That you submitted.

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

25 MR. PROKOP: So this is what you're

1 calling the Van Tuyl survey?

2 MR. TASKER: Yes.

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

5 MR. TASKER: I added those just for
6 clarification.

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

9 MR. TASKER: I believe I do.

10 MR. PROKOP: Okay.

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

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

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

22 MR. PROKOP: Only the no-build covenant.

23 MR. TASKER: I'm not seeking relief on
24 that basis at all, not the -- I'm not going to
25 enforce the Village's easement.

1 MR. PROKOP: Right, okay. That's what --
2 that's what I was going to ask you.

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

5 MAYOR HUBBARD: All right. Thank you.

6 MR. TASKER: Thank you.

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

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

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

25 Another issue that was raised is that the

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

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

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

21 It is in their adjacent area, as
22 they've -- as they define their jurisdiction.
23 So it is -- their jurisdiction ends if a
24 bulkhead was built prior to '77, if you exceed
25 the 10-foot contour. Neither of those two

1 things exist here, so we have an adjacent area
2 and -- but, again, not in the wetlands. So I'm
3 correcting some of the testimony and allegations
4 with respect to that.

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

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

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

21 I don't know the purpose from 1930s, but
22 at that time you could fill land and you could
23 expand the Village as you chose, and this being
24 a possible road. I don't believe the Village
25 has any intention of expanding any of the roads.

1 And if there is such an easement, we could
2 certainly provide insurance naming the Village
3 as easement holder. It is what it is.

4 If there's such an easement there, it
5 would take Mr. Prokop and I a lot of time to
6 figure out what happened to that easement, and
7 was it ever effectuated, was it accepted by the
8 Village Board? There may have been a deed, but
9 was there a resolution accepting it? There's a
10 lot of questions on that one, but that's all new
11 here. It really has no relevance to this
12 application.

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

23 And, generally, covenants are enforced
24 strictly as far as they are the opposite. They
25 are not enforced strictly against an applicant.

1 They are -- the language is contrary to the
2 conveyance of land. So covenants, the courts
3 are very careful about enforcing covenants.

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

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

17 MAYOR HUBBARD: Thank you.

18 TRUSTEE ROBERTS: May I ask a question?
19 May I ask a question?

20 MS. MOORE: Yes, sure.

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

24 MS. MOORE: Yes.

25 TRUSTEE ROBERTS: And your contention is

1 that this shed is further than 300 feet away
2 from the lot line?

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

5 TRUSTEE ROBERTS: Okay.

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

15 TRUSTEE ROBERTS: But they did not issue a
16 permit?

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

21 TRUSTEE ROBERTS: Okay.

22 MS. MOORE: It was resolved.

23 TRUSTEE ROBERTS: Thank you.

24 MS. MOORE: So, yeah.

25 MAYOR HUBBARD: Okay.

1 MS. MOORE: Any other questions?

2 MAYOR HUBBARD: All right. Thank you.

3 MS. MOORE: Thank you.

4 MAYOR HUBBARD: All right. Anybody?

5 MR. SALADINO: John Saladino, Sixth
6 Street.

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

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

20 The other thing I would like to tell you
21 is this is the warning letter from the DEC, and
22 it says, "These are regulated activities within
23 the department's tidal wetlands jurisdiction."
24 So nowhere in the letter does it state that this
25 is upland property. Anybody's that's familiar

1 with the area knows there is no upland property
2 there, knows that the area is -- if you look at
3 the survey, you'll see that even the wave action
4 runs through the applicant's house, runs halfway
5 through the applicant's house. So to consider
6 that portion of the property upland -- so just
7 to clarify it, I didn't offer an opinion.

8 MAYOR HUBBARD: Okay.

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

11 MAYOR HUBBARD: Thank you.

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

18 The same deed that was cited specifically
19 in Mr. Bull's chain -- in his chain -- his chain
20 of title, it was cited specifically, and his
21 title report was recorded on Liber 3148 at Page
22 224 in Suffolk County, and this was the deed
23 from Henry Tasker, my father, to Donald Allen
24 subdividing the 100-by-600 foot lot, his portion
25 to Donald Allen.

1 And he said the -- talking about the
2 20-foot strip immediately to -- on the
3 southernmost portion of the 100-foot lot, reads
4 as follows. It's a difficult-to-read copy, so
5 you'll have to bear with me, if you will.

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

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

24 (No Response)

25 MAYOR HUBBARD: Okay. Just as a matter of

1 course, the way we normally do business, we take
2 testimony for a public hearing. We do not vote
3 on that at that month. We've gotten a lot of
4 information between the emails, your paperwork
5 and everything else. The Village Attorney and
6 Village Administrator will be working on this.
7 So I'm just going to offer a motion to keep open
8 the public hearing, and we'll discuss this at
9 our work session in December.

10 TRUSTEE MARTILOTTA: Second.

11 TRUSTEE ROBERTS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 Thank you, everybody, for your input on
22 this. And we're going to go over all the
23 information, and we'll discuss it at our next
24 work session. All right. Thank you.

25 Okay. We have two continued additional

1 public hearings, they are open. The first one
2 was Section 9 and Section 18, the Multi Family
3 Dwelling, of Chapter 150. That has been posted.
4 We hope to have something together in print and
5 all for next month to discuss at the work
6 session and continue on that, if anybody had
7 additional information. I said we were going to
8 get out there. We've had a lot of other things
9 going on. We have not gotten anything out on
10 that. So we will deal with that next month.

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

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

25 MR. PROKOP: Right. So it would be -- I

1 mean, it's a case-by-case basis. But,
2 generally, if you have adjoining pieces of
3 property combined, then the things like lot
4 coverage restrictions would be cumulative on --
5 and it would double whatever, whatever based on
6 the square footage of the properties, the two
7 combined properties.

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

10 MAYOR HUBBARD: Okay.

11 TRUSTEE PHILLIPS: -- would be larger?

12 MR. PROKOP: The building envelope would
13 be larger.

14 TRUSTEE PHILLIPS: That's what I thought.

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

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

1 lot size, yes.

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

4 TRUSTEE ROBERTS: I'm sorry.

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

13 TRUSTEE ROBERTS: Okay.

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

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

19 MAYOR HUBBARD: Yes.

20 MS. MOORE: Okay.

21 MAYOR HUBBARD: Yeah.

22 MS. MOORE: Are you ready to take
23 comments?

24 MAYOR HUBBARD: Yeah. I was just
25 explaining where we were and everything else.

1 Go ahead. Mr. Tasker was up before you, so.

2 MR. TASKER: That's all right. May I --
3 I'm sorry.

4 MS. MOORE: That's okay.

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

15 So I don't see how that can pyramid into
16 six lots being jammed together, because you take
17 the first substandard lot and merge it with
18 either a standard or a substandard lot, and
19 that's it, it is now one standard lot. Can't be
20 conjoined to anything else, can't be merged with
21 another lot. That's how I understood the
22 language to be written. I don't have a copy of
23 it in front of me, but I think it should be
24 inspected for that purpose to make sure that
25 this snowballing cannot be done. Thank you.

1 MAYOR HUBBARD: Thank you. Was that
2 correct, Joe?

3 MR. PROKOP: So the answer is there's
4 currently provision in our subdivision law which
5 prevents or precludes the combination of lots by
6 merger, intentional merger. And what one --
7 there's two aspects of this proposed law. The
8 second aspect would remove that prohibition. So
9 the proposal is to remove that prohibition which
10 would allow the intentional merger of lots. The
11 other, the other portion of the proposed law is
12 to have an automatic merger for zoning purposes
13 of nonconforming lots. So if there's two lots
14 side by side that are owned by the -- at least
15 50% by the same common owner, if one of them is
16 substandard, then it would -- for zoning
17 purposes, it would merge with the adjoining, the
18 adjoining property.

19 MAYOR HUBBARD: Okay.

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

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

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

25 MAYOR HUBBARD: That's fine.

1 MR. SALADINO: John Saladino, Sixth
2 Street, again.

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

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

16 I mean, if somebody wants to do this, we
17 have a -- we have a provision in our code that
18 says you can't merge lots, and the remedy for
19 that is to go in front of the Zoning Board and
20 state your case to the Zoning Board at a public
21 hearing for the public, for public scrutiny, for
22 public comment. And the Zoning Board,
23 hopefully, would come to a decision that would
24 accommodate what's in the best interest to the
25 Village.

1 So now you're going to change the code
2 because you have two applications in front of
3 the Building Inspector that want to merge lots.
4 I just -- I just don't understand it. And
5 that's in addition to all the other things. I'm
6 saying do we really need -- the way I read the
7 code change was that a substandard lot would
8 automatically be joined to an adjacent standard
9 lot. Am I kind of getting that right?

10 MR. PROKOP: Yes, that's right.

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

20 I mean, I don't know an area in the
21 Village where there's four or five substandard
22 lots surrounded by a standard lot, but I'm sure
23 -- I'm sure for somebody to ask for this code
24 change, perhaps that might be what's going on.
25 I don't really know, because they haven't been

1 identified. The properties haven't been
2 identified, which I kind of thought might have
3 been shared with the public to voice an opinion
4 about that. Now it just becomes as-of-right.

5 You guys know how I feel about changing
6 the code.

7 MAYOR HUBBARD: Uh-huh.

8 MR. SALADINO: I don't think you should
9 change the code because somebody walks in the
10 Building Department and asks you to do it. I
11 just -- I don't think that should happen. If it
12 serves the majority of the residents, if it's --
13 if it's needed, if it's outmoded, we just passed
14 the subdivision law three, three years ago.
15 It's not like it was from 1949 that Arthur's
16 talking about, you know, it's from three years
17 ago.

18 MAYOR HUBBARD: Right.

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

22 MAYOR HUBBARD: Okay. Let me just get a
23 clarification on this. From -- when I asked
24 about this, let's send it to the Zoning Board of
25 Appeals, and the interpretation the Village

1 Administrator will give you, that it does not go
2 to the Zoning Board of Appeals, there's no
3 place, no mechanism for that to happen. So I'll
4 let him explain that.

5 MR. SALADINO: It's a zoning variance.

6 MAYOR HUBBARD: Well --

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

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

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

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

21 MR. PROKOP: I think that's correct.

22 MR. SALADINO: That's what it --

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

25 MR. SALADINO: Well, perhaps the easier

1 code change would be to revise Code 118, that
2 somebody that requests this should go to the
3 Zoning Board, or to the Planning Board, or to
4 you guys. You know, it's not like I'm looking
5 for work here.

6 MAYOR HUBBARD: No.

7 (Laughter)

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

12 MAYOR HUBBARD: Right. When this --

13 MR. SALADINO: The public should have
14 input.

15 MAYOR HUBBARD: Yeah. When this all
16 started, I said let them go to the Zoning Board,
17 let us take care of it that way, so that we
18 don't have to go and change the code. And there
19 was no mechanism the way everything is written
20 right now for it to go that way. That's why we
21 ended up at this point of where we are, because
22 I said, well, that could take months. I said it
23 doesn't matter to me if it takes months. If
24 that's the mechanism we have, let them go
25 through that way, and I was instructed that it

1 cannot be done that way. So I'm just trying to
2 clarify. That's why we're here now, because
3 there's nothing in our code that would allow for
4 the Zoning Board to rule on that as is.

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

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

11 MR. SALADINO: Thank you.

12 MAYOR HUBBARD: Okay. Go ahead.

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

15 (Laughter)

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

18 No. Actually, I don't know if my client's
19 application was one of them. We had a situation
20 where my client owns a house, had an adjacent
21 parcel and they wanted to merge the two
22 properties. They were -- just to build an
23 addition, a small addition, porch addition to
24 the house, and that's when it was discovered
25 that the code doesn't allow you to do it.

1 When I read it, I thought, oh, a lot
2 modification, a lot line change from the
3 Planning Board seemed to be an easier method
4 than to get a variance or -- because if I went
5 to the Zoning Board, it was being addressed as a
6 use variance or something, which would be crazy
7 to have to go for a use variance, because that
8 would be an extreme economic hardship argument
9 at the Zoning Board of Appeals.

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

15 The other -- before Mr. Saladino spoke
16 with respect to that issue, my concern when I
17 read the code was it doesn't differentiate
18 between improved properties. So if you had --
19 and, clearly, that's not the intent. When you
20 have two homes, let's say that they're both
21 nonconforming, preexisting nonconforming, and
22 they're owned in the same name, your code does
23 not distinguish between whether or not they --
24 if they're owned in the same name, do they
25 merge. That's clearly not the intention, but

1 the code doesn't -- did not address that. And I
2 know that that is through the Southold Town
3 Zoning -- Zoning. They've had a lot of years of
4 issues with mergers, and when does it occur, and
5 when does it not occur, all of the hardships
6 that can occur inadvertently, because people
7 have owned property in adjacent properties
8 believing that they would never merge. All of a
9 sudden your change to the code would be quite a
10 surprise that some people won't learn of it for
11 10, 15 years from now.

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

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

24 MAYOR HUBBARD: Thank you.

25 MR. PROKOP: The new code or the existing

1 code?

2 MS. MOORE: No, the proposed.

3 MR. PROKOP: The proposed code says
4 that --

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

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

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

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

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

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

16 MS. MOORE: So maybe it was my mistake.

17 MR. PROKOP: Okay.

18 MS. MOORE: Thank you.

19 MAYOR HUBBARD: All right. Thank you.

20 Anybody else wish to discuss this?

21 (No Response)

22 MAYOR HUBBARD: All right. We're going
23 to, you know, take the comments tonight. We'll
24 work on putting a final draft together so
25 everybody can see what it is. If we're going to

1 go that way, we may go the op -- the different
2 way of just modifying a section of it, so that
3 there is a way to go and send it to Planning
4 Board or Zoning Board. Let's do some paperwork
5 on that and circulate it around between us
6 and --

7 MR. PROKOP: Okay.

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

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

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

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

25 It's no secret that Greenport Village has

1 been discovered and will only grow to become
2 more of a destination. Media outlets
3 continually cover the area, most recently the
4 New York Times, which included Greenport in its
5 roundup of places and reasons why people are
6 making the North Fork their permanent home. As
7 a community, we must be doing something right.
8 That being said, there is a growing concern
9 among residents and tourists as well in regards
10 to parking.

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

20 Speaking to other renters on Main Street
21 and Front Street that do not have access to a
22 driveway or parking spaces through our
23 buildings, I have found there is a common
24 concern about what we will do when the summer
25 months come.

1 Many residents also work in the Village
2 and there is a substantial need for long-term
3 parking. These are some of the concerns from
4 fellow residents.

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

19 A solution proposed by many of these
20 people, myself included, is to have resident
21 parking stickers that would allow residents to
22 park in the Village without time restrictions
23 and/or central lots that are clearly marked as
24 resident-only parking. A possible location
25 could be the municipal lot next to the IGA. I

1 have noticed the parking area where the farm
2 stand used to be is now vacant and people have
3 been parking there. Perhaps this could be used
4 as part of a resident -- resident-designated
5 lot.

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

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

22 On the eastern side of the high school,
23 there's a parking lot with somewhere around 100
24 spaces that is vacant in the summer. If this
25 space could be leased from the school, these

1 spaces could be used as a paid parking area.
2 This would bring money to the school and the
3 Village. At a modest \$10 per day, or another
4 price deemed appropriate by the Village,
5 tourists, hotel guests and B&B guests could park
6 here and take a free shuttle from that lot to
7 the bus stop next to the IGA. This could
8 provide stress-free parking for visitors and
9 raise a significant amount of money as well,
10 covering these various costs, plus making a
11 profit.

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

24 If the Board is interested, I am happy to
25 discuss this further at another time. I

1 appreciate this opportunity to speak and what
2 you are doing to better our community. Thank
3 you.

4 MAYOR HUBBARD: Thank you.

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

6 TRUSTEE ROBERTS: I didn't say anything.

7 (Laughter)

8 MS. ALLEN: Chatty Allen, Third Street.

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

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

25 As far as the turnstile, yes, I had an

1 audible gasp to that. I grew up here. We
2 cannot touch that turnstile, okay? Go and do
3 your history on it. I'm not going to go into
4 it, but that's why I had a reaction to it.
5 That's a part of my history growing up here.

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

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

1 takes time to put things into motion.

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

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

21 Yes, I'm hoping it goes through, things
22 work out with the railroad to clear some of
23 that, maybe even clear more on the south side of
24 the tracks. You know, I look at that every
25 morning and every afternoon when I go past three

1 times a day and say, yeah, I can see where we
2 could ch, ch, ch, ch, ch, you know, and you
3 start calculating the cars angled in. You know,
4 I don't know how far you could go with the
5 railroad right there. But sometimes we have to
6 also look at our history before we put ideas
7 out.

8 Thank you.

9 MAYOR HUBBARD: Thank you. No, go ahead.

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

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

25 But I just think the idea of -- I just

1 would like to put in that I know that me and my
2 neighbors would really be in favor of a sticker
3 situation, whatever that would be, just to kind
4 of say like, "Hey, please, I live here, please
5 give me a little bit of courtesy," say I'm
6 loading my car, or just whatever it is.

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

18 And I just -- I was noticing a lot of
19 different articles and talk about tourists
20 parking, and I just hadn't seen and heard any
21 conversations even started about residents in
22 downtown Greenport. And if I missed one of
23 those conversations, then I apologize. But I
24 just think that -- and, again, I know that
25 you're not happy over there, but if we could

1 find a middle ground somewhere, just it would be
2 great and really, really appreciated. And thank
3 you for hearing me out. That's it.

4 MAYOR HUBBARD: Okay.

5 MS. FRANKE: Thank you.

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

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

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

1 to announce that.

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

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

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

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

22 MAYOR HUBBARD: Thank you.

23 MS. ELKIN: So this summer I did some
24 conferencing with the Southold Town Police,
25 because I just wanted to get an understanding of

1 whose jurisdiction that this is. And I know
2 it's a little confusing, because from basically
3 the high school to where I live on Bridge and
4 Main Street is the Village's -- is the Village,
5 and then after that there's about .2 miles that
6 is the Southold Town.

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

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

23 So, in general, I just think that this is
24 something that we could and should be supportive
25 of. And it turns out that just across the pond,

1 Sag Harbor and East Hampton were able to last
2 year drop their speed limits from -- first, they
3 dropped it to 25, which they saw was not very
4 effective. Twenty-five is pretty much the same
5 as 30 when it comes to making a change in a
6 community. And they worked with their
7 Assemblyman and Senator LaValle to lower it to
8 20. And I've spoken to both Boards, and waiting
9 to hear back from the Assemblyman and what we
10 can do, and they seem open to helping us.

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

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

25 And just to put it in perspective,

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

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

17 MAYOR HUBBARD: Thank you.

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

21 TRUSTEE ROBERTS: They did.

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

24 TRUSTEE ROBINS: So, I mean, you know, I
25 don't know how they enforce it, but they have

1 gone that direction for pedestrian safety.

2 So --

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

10 TRUSTEE ROBINS: Thanks for your comments.

11 MS. ELKIN: Yeah.

12 TRUSTEE ROBINS: I appreciate it.

13 MAYOR HUBBARD: Thank you.

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

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

22 "The existing Village Code should be
23 tweaked to provide a process that would allow
24 the Village to inspect rental apartments.
25 Legally, the Village can't do that without an

1 owner's permission, but if owners had to agree
2 to inspections in order to obtain permits for
3 their accessory apartments, better enforcement
4 might follow."

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

7 TRUSTEE PHILLIPS: Linda, I'm sorry.

8 MAYOR HUBBARD: Okay.

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

11 MS. LINDA GORDON: You did?

12 TRUSTEE PHILLIPS: Yes, ma'am.

13 MS. LINDA GORDON: Okay. I was away.

14 (Laughter)

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

25 TRUSTEE PHILLIPS: Just --

1 MS. LINDA GORDON: -- the enforcer, the
2 enforcement?

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

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

13 MR. PALLAS: Yeah.

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

16 MAYOR HUBBARD: Okay. So once we pass a
17 resolution here, we pass a law, then it goes to
18 the State for them to certify it, and that
19 usually takes three to four weeks for them to
20 get back to us saying now it is in effect, and
21 then we could start enforcing it. And I believe
22 we just learned this past week that we did get
23 that back from the State, so now we'll ramp up
24 and start doing the inspections and sending
25 letters out.

1 MS. LINDA GORDON: Okay. And I wanted to
2 ask if there's any movement on accessory
3 buildings becoming rental options, since we're
4 -- the Village has limited rentals. I know that
5 there -- they already exist. And I just
6 wondered if this was something that the Trustees
7 would be looking at, and possibly discussing or
8 putting into -- into motion, because they do
9 exist, and they don't have permits. And --

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

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

17 TRUSTEE PHILLIPS: No, we didn't.

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

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

24 TRUSTEE ROBINS: Are you talking about
25 separate buildings or apartments?

1 MS. LINDA GORDON: Separate buildings.

2 TRUSTEE ROBINS: Separate buildings like
3 sheds and --

4 MS. LINDA GORDON: Right, like --

5 TRUSTEE ROBINS: Yeah.

6 MS. LINDA GORDON: Yes.

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

9 TRUSTEE ROBERTS: No.

10 MS. LINDA GORDON: Converting garages
11 or --

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

15 MR. PROKOP: No, but the proposal --

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

19 MR. PROKOP: Yeah, multiple-family.

20 TRUSTEE PHILLIPS: That's the multi-family

21 MR. PALLAS: Part of the multi-family.

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

24 MAYOR HUBBARD: That's multi-family
25 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.

1 I'd like to also -- as you know I ran for
2 Councilman and I won, so I'm here for another
3 four years -- offer that perhaps I come every
4 month, or at least be at your call on a work
5 session maybe once a month to discuss what we
6 have discussed at our Boards, so that we could
7 get a little bit more communication going.

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

14 There are plenty of things that the Town
15 and the Village need to work on, you know, not
16 the least of which, in my opinion, is our Police
17 Force and getting them accredited. I've been
18 walking around, I've been saying this for the
19 past six months. I know it's really dull stuff,
20 but it's important. And I would hope -- I'm
21 kind of hoping that you can help me in that
22 respect. Probably not going to happen this year
23 because it's not in the budget, not for lack of
24 trying, but more for lack of interest. But if
25 we're going to have our Police Officers out

1 MAYOR HUBBARD: Aye.

2 Opposed?

3 (No Response)

4 MAYOR HUBBARD: Motion carried.

5 I'll ask Trustee Roberts to --

6 TRUSTEE ROBERTS: RESOLUTION #11-2017-2,
7 RESOLUTION accepting the monthly reports of the
8 Greenport Fire Department, Village
9 Administrator, Village Treasurer, Village Clerk,
10 Village Attorney, Mayor and Board of Trustees.
11 So moved.

12 TRUSTEE ROBINS: Second.

13 MAYOR HUBBARD: All in favor?

14 TRUSTEE MARTILOTTA: Aye.

15 TRUSTEE PHILLIPS: Aye.

16 TRUSTEE ROBERTS: Aye.

17 TRUSTEE ROBINS: Aye.

18 MAYOR HUBBARD: Aye.

19 Opposed?

20 (No Response)

21 MAYOR HUBBARD: Motion carried.

22 TRUSTEE ROBINS: RESOLUTION #11-2017-3,
23 RESOLUTION authorizing the attendance of Trustee
24 Julia Robins and Village Administrator Paul
25 Pallas at the NYAPP Annual Winter Conference on

1 January 17th and 18th, 2017. I think that would
2 be 2018.

3 TRUSTEE MARTILOTTA: I believe so.

4 MAYOR HUBBARD: Yes, it would be.

5 TRUSTEE PHILLIPS: Yes.

6 CLERK PIRILLO: Yes.

7 TRUSTEE ROBINS: January 17th and 18th,
8 2018 in Albany, New York, at a conference fee of
9 \$235.00 per person and a room rate of \$149.00
10 per night per person, plus all applicable travel
11 and meal costs, to be expensed from account
12 number E.0782.000 (Management Services). So
13 moved.

14 TRUSTEE MARTILOTTA: Second.

15 MAYOR HUBBARD: All in favor?

16 TRUSTEE MARTILOTTA: Aye.

17 TRUSTEE PHILLIPS: Aye.

18 TRUSTEE ROBERTS: Aye.

19 TRUSTEE ROBINS: Aye.

20 MAYOR HUBBARD: Aye.

21 Opposed?

22 (No Response)

23 MAYOR HUBBARD: Motion carried.

24 TRUSTEE MARTILOTTA: Resolution

25 #11-2017-4,

1 RESOLUTION authorizing the issuance of a Request
2 for Proposals for Architectural/Engineering
3 Design Bidding and Construction Administration
4 and Inspection Services related to the Village
5 of Greenport Micro Grid project, and direct
6 Clerk Pirillo to notice the Request for
7 Proposals accordingly. So moved.

8 TRUSTEE PHILLIPS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE PHILLIPS: RESOLUTION #11-2017-5,
19 RESOLUTION whereby the Board of Trustees of the
20 Village of Greenport hereby ratifies and
21 approves a memorandum of agreement with the
22 Civil Service Employees Association, Inc., Local
23 1000, AFSCME, AFL-CIO, Village of Greenport Unit
24 regarding the terms of a collective bargaining
25 agreement covering the period of June 1st, 2017

1 through May 31st, 2021. So moved.

2 TRUSTEE ROBERTS: Second, and discussion.

3 MAYOR HUBBARD: Sure.

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

15 MAYOR HUBBARD: Any other discussion?

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

21 CLERK PIRILLO: Lamb and Barnosky.

22 TRUSTEE PHILLIPS: -- Lamb and Barnosky.
23 I think they also worked very hard on creating
24 an agreement that for the first time since I --
25 I'm on my third term. And I'm sure the Mayor

1 will agree with me, that this was the quickest
2 I've seen it got accomplished.

3 TRUSTEE ROBERTS: In fairness --

4 MAYOR HUBBARD: Good job by all.

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

9 MAYOR HUBBARD: Okay. Any other
10 discussion?

11 (No Response)

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE ROBERTS: RESOLUTION #11-2017-6,
22 RESOLUTION authorizing Treasurer Brandt to
23 perform attached Budget Amendment #3755, to fund
24 the repair of the Railroad Dock, and directing
25 that Budget Transfer #3755 be included as part

1 of the formal meeting minutes of the November
2 27, 2017 regular meeting of the Board of
3 Trustees. So moved.

4 TRUSTEE ROBINS: Second.

5 MAYOR HUBBARD: All in favor?

6 TRUSTEE MARTILOTTA: Aye.

7 TRUSTEE PHILLIPS: Aye.

8 TRUSTEE ROBERTS: Aye.

9 TRUSTEE ROBINS: Aye.

10 MAYOR HUBBARD: Aye.

11 Opposed?

12 (No Response)

13 MAYOR HUBBARD: Motion carried.

14 TRUSTEE ROBINS: RESOLUTION #11-2017-7,
15 RESOLUTION authorizing Treasurer Brandt to
16 perform attached Budget Amendment #3756, to fund
17 the inspection and repair of the Radio Tower,
18 and directing that Budget Transfer #3756 be
19 included as part of the formal meeting minutes
20 for the November 27, 2017 regular meeting of the
21 Board of Trustees. So moved.

22 TRUSTEE MARTILOTTA: Second.

23 MAYOR HUBBARD: All in favor?

24 TRUSTEE MARTILOTTA: Aye.

25 TRUSTEE PHILLIPS: Aye.

1 TRUSTEE ROBERTS: Aye.

2 TRUSTEE ROBINS: Aye.

3 MAYOR HUBBARD: Aye.

4 Opposed?

5 (No Response)

6 MAYOR HUBBARD: Motion carried.

7 TRUSTEE MARTILOTTA: RESOLUTION

8 #11-2017-8,

9 RESOLUTION authorizing Mayor Hubbard to execute
10 the attached Third Party Custodian Agreement
11 between the Village of Greenport, People's Bank
12 and the Bank of New York Mellon. So moved.

13 TRUSTEE PHILLIPS: Second.

14 MAYOR HUBBARD: All in favor?

15 TRUSTEE MARTILOTTA: Aye.

16 TRUSTEE PHILLIPS: Aye.

17 TRUSTEE ROBERTS: Aye.

18 TRUSTEE ROBINS: Aye.

19 MAYOR HUBBARD: Aye.

20 Opposed?

21 (No Response)

22 MAYOR HUBBARD: Motion carried.

23 TRUSTEE PHILLIPS: RESOLUTION #11-2017-9,
24 RESOLUTION authorizing the issuance of a check
25 made payable to Paul Pallas as Village

1 Administrator, in the amount of \$1,000.00, to be
2 used to set up the required cash drawer and
3 banks for the operation of the Village of
4 Greenport ice skating rink. So moved.

5 TRUSTEE ROBERTS: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE PHILLIPS: Let the skating begin.

16 TRUSTEE ROBERTS: Yes. RESOLUTION

17 #11-2017-10, RESOLUTION approving the Public
18 Assembly Permit Application submitted by United
19 States Power Squadron District 3 for the use of
20 a portion of Mitchell Park, from 9 a.m. through
21 11 p.m. from July 26, 2018 through July 29, 2018
22 for the annual District 3 Rendezvous. So moved.

23 TRUSTEE ROBINS: Second.

24 MAYOR HUBBARD: All in favor?

25 TRUSTEE MARTILOTTA: Aye.

1 TRUSTEE PHILLIPS: Aye.

2 TRUSTEE ROBERTS: Aye.

3 TRUSTEE ROBINS: Aye.

4 MAYOR HUBBARD: Aye.

5 Opposed?

6 (No Response)

7 MAYOR HUBBARD: Motion carried.

8 TRUSTEE ROBINS: RESOLUTION #11-2017-11,
9 RESOLUTION authorizing Clerk Pirillo and
10 Treasurer Brandt to attend the New York State
11 Government Finance Officers' Association Long
12 Island Holiday Seminar from 1:00 p.m. through
13 6:00 p.m. on November 30th, 2017 at The Fox
14 Hollow in Woodbury, New York. The \$85 per
15 person fee, plus applicable mileage costs, will
16 be expensed from account numbers A.1325.004
17 (Treasurer Contractual Expense) and A.1410.004
18 (Clerk Contractual Expense). So moved.

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE MARTILOTTA: RESOLUTION

5 #11-2017-12, RESOLUTION hiring Andrea Taglieri
6 as a full-time Code Enforcement Officer for the
7 Village of Greenport, at a pay rate of \$18.00
8 per hour, effective December 11, 2017. All
9 health insurance and other full-time employment
10 benefit provisions specified in the current
11 contract between the Village of Greenport and
12 CSEA Local 1000 apply to this hiring, as does
13 the standard twenty-six week Suffolk County
14 Civil Service probationary period. So moved.

15 TRUSTEE PHILLIPS: Second.

16 MAYOR HUBBARD: All in favor?

17 TRUSTEE MARTILOTTA: Aye.

18 TRUSTEE PHILLIPS: Aye.

19 TRUSTEE ROBERTS: Aye.

20 TRUSTEE ROBINS: Aye.

21 MAYOR HUBBARD: Aye.

22 Opposed?

23 (No Response)

24 MAYOR HUBBARD: Motion carried.

25 TRUSTEE PHILLIPS: RESOLUTION #11-2017-13,

1 RESOLUTION approving the attached Standard Work
2 Day and reporting Resolution Form #RS 2417-A and
3 Form #RS 2419, and directing Clerk Pirillo to
4 post the Standard Work Day and Reporting
5 Resolution on the official Village of Greenport
6 website for a minimum of thirty (30) days. So
7 moved.

8 TRUSTEE ROBERTS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBERTS: RESOLUTION #11-2017-14,
19 RESOLUTION approving the attached
20 Inter-Municipal Agreement between the Village of
21 Greenport and the Town of Southold, with a term
22 of five (5) years, as to the sharing of
23 information concerning certain property records
24 regarding assessments and property information
25 of properties that are located within the Town

1 of Southold in the territory of the Village of
2 Greenport. So moved.

3 TRUSTEE ROBINS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE ROBINS: RESOLUTION #11-2017-15,
14 RESOLUTION approving the attached contract
15 between the Village of Greenport and the
16 Greenport Open Hockey League for the use of the
17 Village of Greenport Ice Skating Rink for the
18 2017/2018 season. So moved.

19 TRUSTEE MARTILOTTA: Second.

20 MAYOR HUBBARD: All in favor?

21 TRUSTEE MARTILOTTA: Aye.

22 TRUSTEE PHILLIPS: Aye.

23 TRUSTEE ROBERTS: Aye.

24 TRUSTEE ROBINS: Aye.

25 MAYOR HUBBARD: Aye.

1 Opposed?

2 (No Response)

3 MAYOR HUBBARD: Motion carried.

4 TRUSTEE MARTILOTTA: RESOLUTION

5 #11-2017-16, RESOLUTION approving the attached
6 contract between the Village of Greenport and --
7 between the Village of Greenport and the
8 Greenport Hockey Club for the use of the Village
9 of Greenport Ice Skating Rink for the 2017/2018
10 season. So moved.

11 TRUSTEE PHILLIPS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 TRUSTEE PHILLIPS: RESOLUTION #11-2017-17,
22 RESOLUTION authorizing the annual solicitation
23 of bids for the delivery of diesel fuel to
24 various locations throughout the Village of
25 Greenport, and directing Clerk Pirillo to notice

1 the solicitation of bids accordingly. So moved.

2 TRUSTEE ROBERTS: Second.

3 MAYOR HUBBARD: All in favor?

4 TRUSTEE MARTILOTTA: Aye.

5 TRUSTEE PHILLIPS: Aye.

6 TRUSTEE ROBERTS: Aye.

7 TRUSTEE ROBINS: Aye.

8 MAYOR HUBBARD: Aye.

9 Opposed?

10 (No Response)

11 MAYOR HUBBARD: Motion carried.

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

18 TRUSTEE ROBINS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

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

10 TRUSTEE MARTILOTTA: Second.

11 MAYOR HUBBARD: All in favor?

12 TRUSTEE MARTILOTTA: Aye.

13 TRUSTEE PHILLIPS: Aye.

14 TRUSTEE ROBERTS: Aye.

15 TRUSTEE ROBINS: Aye.

16 MAYOR HUBBARD: Aye.

17 Opposed?

18 (No Response)

19 MAYOR HUBBARD: Motion carried.

20 TRUSTEE MARTILOTTA: RESOLUTION
21 #11-2017-20, RESOLUTION authorizing the
22 Greenport Tree Committee to solicit bids for:
23 The removal of specified Village trees, the
24 removal and grinding of tree stumps, and the
25 pruning of specified Village trees: And further

1 directing Clerk Pirillo to notice the bid
2 accordingly. So moved.

3 TRUSTEE PHILLIPS: Second.

4 MAYOR HUBBARD: All in favor?

5 TRUSTEE MARTILOTTA: Aye.

6 TRUSTEE PHILLIPS: Aye.

7 TRUSTEE ROBERTS: Aye.

8 TRUSTEE ROBINS: Aye.

9 MAYOR HUBBARD: Aye.

10 Opposed?

11 (No Response)

12 MAYOR HUBBARD: Motion carried.

13 TRUSTEE PHILLIPS: RESOLUTION #11-2017-21,

14 RESOLUTION approving the attached SEQRA

15 resolution regarding the abandonment of a

16 portion of Johnson Court in the Village of

17 Greenport. So moved.

18 TRUSTEE ROBERTS: Second.

19 MAYOR HUBBARD: All in favor?

20 TRUSTEE MARTILOTTA: Aye.

21 TRUSTEE PHILLIPS: Aye.

22 TRUSTEE ROBERTS: Aye.

23 TRUSTEE ROBINS: Aye.

24 MAYOR HUBBARD: Aye.

25 Opposed?

1 (No Response)

2 MAYOR HUBBARD: Motion carried.

3 TRUSTEE ROBERTS: RESOLUTION #11-2017-22,
4 RESOLUTION approving the attached resolution
5 regarding the abandonment of a portion of
6 Johnson Court in the Village of Greenport. So
7 moved.

8 TRUSTEE ROBINS: Second.

9 MAYOR HUBBARD: All in favor?

10 TRUSTEE MARTILOTTA: Aye.

11 TRUSTEE PHILLIPS: Aye.

12 TRUSTEE ROBERTS: Aye.

13 TRUSTEE ROBINS: Aye.

14 MAYOR HUBBARD: Aye.

15 Opposed?

16 (No Response)

17 MAYOR HUBBARD: Motion carried.

18 TRUSTEE ROBINS: RESOLUTION #11-2017-23,
19 RESOLUTION scheduling a public hearing for
20 December 28, 2017 at 7:00 p.m. at the Third
21 Street Fire Station, Third and South Streets,
22 Greenport, NY 11944 regarding a proposed
23 amendment to Chapter 132 (Vehicles and Traffic),
24 Section 54 (Schedule XVI - Limited Time Parking)
25 of the Village of Greenport Code to create

1 additional limited time parking spots in the IGA
2 municipal lot, and directing Clerk Pirillo to
3 notice the public hearing accordingly. So
4 moved.

5 TRUSTEE MARTILOTTA: Second.

6 MAYOR HUBBARD: All in favor?

7 TRUSTEE MARTILOTTA: Aye.

8 TRUSTEE PHILLIPS: Aye.

9 TRUSTEE ROBERTS: Aye.

10 TRUSTEE ROBINS: Aye.

11 MAYOR HUBBARD: Aye.

12 Opposed?

13 (No Response)

14 MAYOR HUBBARD: Motion carried.

15 TRUSTEE MARTILOTTA: Resolution

16 #11-2017-24, RESOLUTION scheduling a public
17 hearing for December 28, 2017 at 7:00 p.m. at
18 the Third Street Fire Station, Third and South
19 Streets, Greenport, NY, 11944 regarding a
20 proposed amendment to Chapter 88 (Noise) of the
21 Village of Greenport Code to exclude the use of
22 gas powered leaf blowers from Memorial Day
23 through Labor Day, and directing Clerk Pirillo
24 to notice the public hearing accordingly. So
25 moved.

1 TRUSTEE PHILLIPS: Second.

2 MAYOR HUBBARD: All in favor?

3 TRUSTEE MARTILOTTA: Aye.

4 TRUSTEE PHILLIPS: Aye.

5 TRUSTEE ROBERTS: Aye.

6 TRUSTEE ROBINS: Aye.

7 MAYOR HUBBARD: Aye.

8 Opposed?

9 (No Response)

10 MAYOR HUBBARD: Motion carried.

11 TRUSTEE PHILLIPS: Resolution #11-2017-25,
12 RESOLUTION approving an increase of 15% of
13 annual salary for the following management-level
14 employees: Village Treasurer, Village Deputy
15 Treasurer, Village Clerk, and the Village Deputy
16 Clerk, effective November 29th, 2017. So moved.

17 TRUSTEE ROBERTS: Second.

18 MAYOR HUBBARD: All in favor?

19 TRUSTEE MARTILOTTA: Aye.

20 TRUSTEE PHILLIPS: Aye.

21 TRUSTEE ROBERTS: Aye.

22 TRUSTEE ROBINS: Aye.

23 MAYOR HUBBARD: Aye.

24 Opposed?

25 (No Response)

1 MAYOR HUBBARD: Motion carried.

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

6 o All regular checks in the amount of
7 \$1,796,414.56, and

8 o All prepaid checks (including wire
9 transfers) in the amount of \$13,808.64.

10 So moved.

11 TRUSTEE ROBINS: Second.

12 MAYOR HUBBARD: All in favor?

13 TRUSTEE MARTILOTTA: Aye.

14 TRUSTEE PHILLIPS: Aye.

15 TRUSTEE ROBERTS: Aye.

16 TRUSTEE ROBINS: Aye.

17 MAYOR HUBBARD: Aye.

18 Opposed?

19 (No Response)

20 MAYOR HUBBARD: Motion carried.

21 Okay. I just want to thank everybody for
22 coming. And please join us on Saturday,
23 5 o'clock, for the parade, tree lighting,
24 everything we've got going on. It will be a fun
25 day. Free carousel rides, and cookies and hot

1 chocolate. And I don't know how you pronounce
2 what you were bringing, Dinni, but --

3 TRUSTEE ROBERTS: Go to Tika1.

4 MAYOR HUBBARD: -- everything that's
5 included.

6 TRUSTEE ROBERTS: Go to Tika1.

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

9 TRUSTEE MARTILOTTA: Second.

10 MAYOR HUBBARD: All in favor?

11 TRUSTEE MARTILOTTA: Aye.

12 TRUSTEE PHILLIPS: Aye.

13 TRUSTEE ROBERTS: Aye.

14 TRUSTEE ROBINS: Aye.

15 MAYOR HUBBARD: Aye.

16 Opposed?

17 (No Response)

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

20 (The meeting was adjourned at 8:58 p.m.)

21

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25

#	\$13,808.64 [1] - 110:9 \$149.00 [1] - 92:9 \$18.00 [1] - 100:7 \$200 [1] - 29:25 \$235.00 [1] - 92:9 \$85 [1] - 99:14	142 [4] - 38:22, 39:13, 39:22, 40:23 15 [2] - 66:11, 71:16 15% [1] - 109:12 150 [3] - 54:3, 62:9, 88:1 152 [1] - 78:13 16 [2] - 26:15, 71:8 16th [1] - 26:8 17 [1] - 20:23 17th [3] - 92:1, 92:7, 110:4 18 [2] - 54:2, 87:25 18th [2] - 92:1, 92:7 19 [1] - 43:17 1930s [2] - 28:23, 46:21 1940 [5] - 30:8, 35:15, 43:17, 43:18, 52:10 1944 [3] - 23:3, 23:6, 25:10 1945 [1] - 35:18 1949 [2] - 23:8, 61:15 1950 [3] - 29:7, 29:15, 30:2 1952 [1] - 24:1 1976 [1] - 23:9 1977 [1] - 25:3 1:00 [2] - 3:1, 99:12 1C [1] - 24:15 1st [2] - 45:6, 93:25	96:20, 99:13, 100:8, 107:20, 108:17, 109:16, 110:4, 112:12, 112:18 2017/2018 [2] - 102:18, 103:9 2018 [4] - 92:2, 92:8, 98:21 2021 [1] - 94:1 21 [1] - 8:10 218 [1] - 83:15 224 [1] - 51:22 23 [2] - 29:4, 31:10 24 [5] - 4:10, 4:17, 8:2, 8:7, 15:4 2417-A [1] - 101:2 2419 [1] - 101:3 25 [4] - 8:2, 8:6, 81:3, 82:20 25th [1] - 4:7 26 [1] - 98:21 27 [4] - 1:9, 96:2, 96:20, 112:12 27th [1] - 52:10 28 [2] - 107:20, 108:17 29 [1] - 98:21 29th [1] - 109:16 2nd [1] - 2:16	40-year-old [1] - 7:2 417 [1] - 68:18 4500 [1] - 60:15 48 [1] - 82:3 4th [1] - 3:15
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				A.1325.004 [1] - 99:16
\$	\$1,000.00 [1] - 98:1 \$1,796,414.56 [1] - 110:7 \$1,810,223.20 [1] - 110:5 \$10 [1] - 72:3			

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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 11/07/2017
Description: TO APPROPRIATE SURPLUS FOR THE REPAIR OF STORM DAMAGE TO THE RAILROAD DOCK
Account # Order: No
Print Parent Account: No

Account No.	Account Description	Amount
A.7231.407	DOCKS R &M	12,000.00
A.5990	APPROPRIATED FUND BALANCE	12,000.00
Total Amount:		24,000.00

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").

W I T N E S S E T H

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:

1. Security Requirements.

(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 Surety 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 0.9 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 0.8 if such Eligible Security is not 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 Bests.

(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

PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

By: _____

By: _____

Title:

Title:

THE BANK OF NEW YORK MELLON

By: _____

Title:

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 I 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

Margin %

- | | | |
|------------|--------|---|
| <u>103</u> | (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. |
| <u>103</u> | (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. |
| <u>103</u> | (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. |
| <u>103</u> | (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. |
| <u>103</u> | (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. |
| <u>103</u> | (vi) | Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (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. |
| <u>103</u> | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>103</u> | (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. |
| <u>103</u> | (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. |
| <u>103</u> | (xi) | Zero coupon obligations of the United States government marketed as "Treasury strips". |

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:

_____ Name	_____ Title	_____ Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Title:

Date:



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

I, 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.

Mary Bess Phillips
Signature of Member

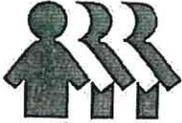
10/25/17
Date

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.



Office of the New York State Comptroller
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001

Recertification of the Record of Activities

RS 2419

(Rev. 9/12)

I, 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.

Julia Robins
Signature of Member

11/7/17
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.



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
 (Rev. 8/15)

BE IT RESOLVED, that the Village Of Gaesburg / 40112 hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
<u>Trustee</u>	<u>6</u>	<u>MARY BESS PHILLIPS</u>	<u>3641</u>		<input type="checkbox"/>	<u>04/01/17-03/31/21</u>	<u>12.69</u>	<input type="checkbox"/>
<u>Trustee</u>	<u>6</u>	<u>JULIA ROBINSON</u>	<u>9578</u>		<input type="checkbox"/>	<u>01/01/17-03/31/21</u>	<u>11.42</u>	<input type="checkbox"/>
Appointed Officials								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, _____, secretary/clerk of the governing board of the _____, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

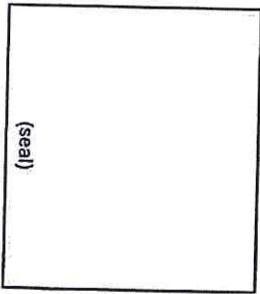
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ of _____, 20____ on this _____ day of _____, 20____ (Signature of the secretary or clerk) _____ (Name of Employer)

Affidavit of Posting: I, _____, being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the _____ (Date) _____

Employer's website at _____

Official sign board at _____

Main entrance secretary or clerk's office at _____



**IMA 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

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

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

**IMA Town of Southold and Village of Greenport
For Access to Southold Town Data and Information**

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

Village of Greenport

By: _____
Hon. Scott Russell
Supervisor

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

Date: _____

Date: _____

(Town Seal)

(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 29, 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.

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: \$2412.50 (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 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

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 _____,

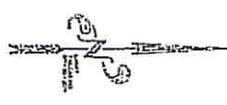
Who moved this Resolution to adoption. The resolution is carried upon roll call as follows:

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 Road 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.

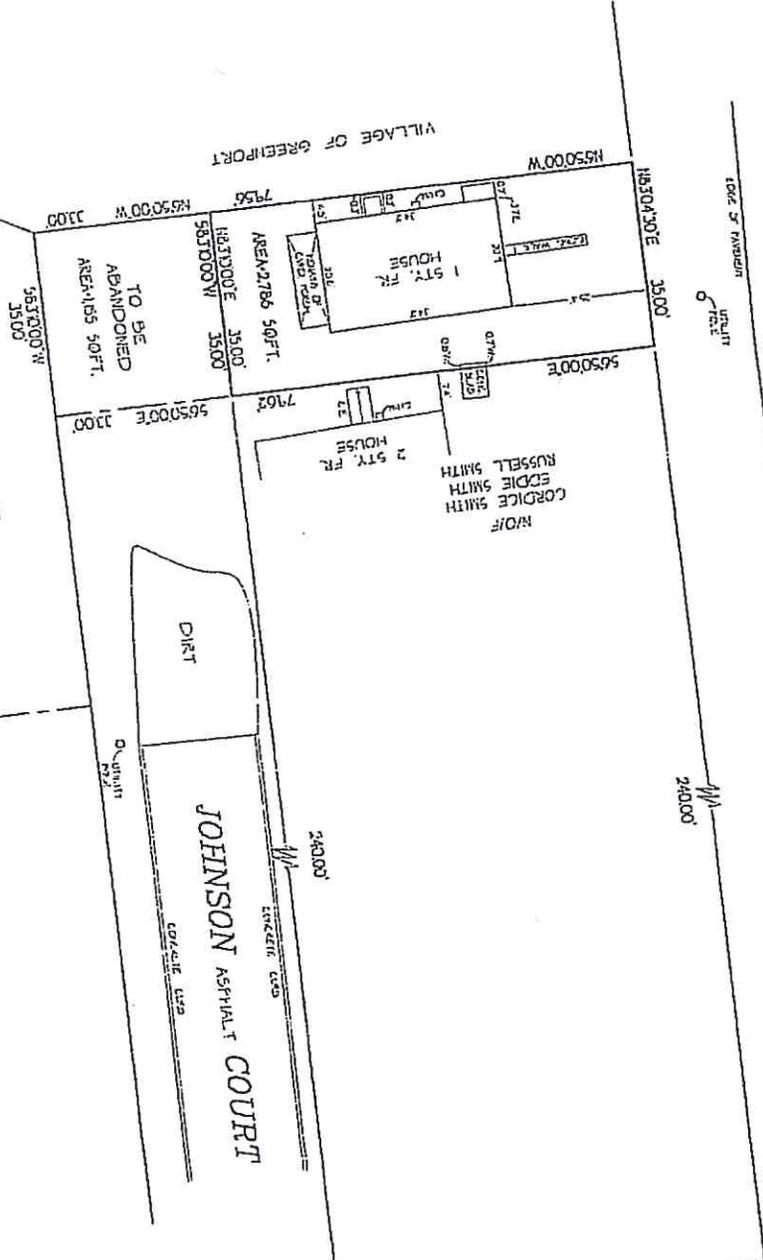
SCHEDULE "A" (metes and bounds description of area to be abandoned from original filed map)



WEBB STREET

3rd STREET (RAILROAD AVE)

VILLAGE OF GREENPORT



ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF THE PROFESSIONAL ETHICS OF THE SURVEYOR. THIS SURVEY IS NOT VALID FOR THIS USE AND COPIES THEREOF MUST BE MADE BY THE LICENSEE WHOSE SIGNATURE APPEARS HEREON.

SURVEY OF PROPERTY
AT THE VILLAGE OF
GREENPORT
TOWN OF SOUTHDOWN
SUFFOLK COUNTY, N.Y.
1001-02-04-01
SCALE: 1" = 20'
SEPTEMBER 19, 2017

[Signature]
RECONIC SURVEYORS, P.C.
1631 765-5020 FAX 1631 765-1797
P.O. BOX 909
1230 TRAVELER STREET
SOUTHOLD, N.Y. 11971
17-105

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);

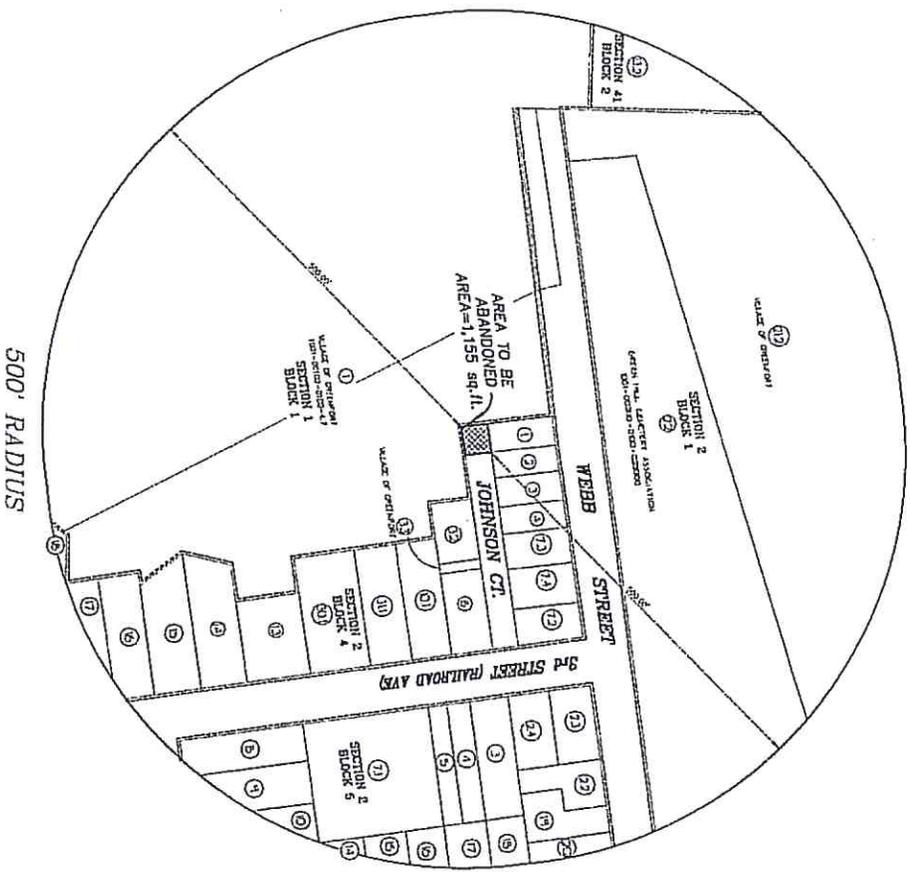
RUNNING THENCE FROM SAID POINT AND PLACE OF BEGINNING IN A SOUTHERLY DIRECTION ALONG LANDS NOW OR FORMERLY OF SMITH AND THROUGH A PORTION OF JOHNSON COURT SOUTH 6 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 112.62 FEET TO A POINT AND THE SOUTHERLY SIDE OF JOHNSON COURT AND LANDS NOW OR FORMERLY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





500' RADIUS MAP
 AT THE VILLAGE OF
 GREENPORT
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY, N.Y.
 1001-02-04-01
 SCALE: 1" = 100'
 SEPTEMBER 19, 2017

ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PER SECTION 2209-SUBDIVISION 2. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE IMPRESSED SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON.

John M. [Signature]
 LICENSED SURVEYOR, P.E.
 1220 TRAVELER STREET
 SOUTHOLD, N.Y. 11977
 LICENSE NO. 49618
 (631) 765-5020 FAX (631) 765-1797
 P.O. BOX 909

17-105